Fill in this information to identify the case:

Debtor name: Hammons of Richardson, LLC

United States Bankruptcy Court for the District of Kansas at Kansas City

Case number (If known): 16-21208

See Appendix A to bar date notice for list of debtors and case numbers.

BMC RCVD 22DEC'16 PM12:21

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

THIS SPACE IS FOR COURT USE ONLY

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, except for administrative expenses under 11 U.S.C. § 503(b)(9).

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

The original of this completed form (faxes not accepted), together with accompanying documentation, must be either (a) delivered to the Claims and Noticing Agent at the address set forth on the Bar Date Notice, or (b) filed using the online Document Filing System (CM/ECF) of the United States Bankruptcy Court for the District of Kansas, in either event so as to be received no later than 5:00 p.m. CST on the December 23, 2016.

Part 1: Identify the Claim

1. Who is the current creditor?

JD Holdings, LLC

Name of the current creditor (the person or entity to paid for this claim)

Other name the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

☒ No

☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Jed Schwartz, Esq.
Name

28 Liberty Street, 46th Floor
Number Street

New York NY 10005
City State ZIP Code

Contact phone 212-530-5283

Contact email jschwartz@milbank.com

Where should payments to the creditor be sent? (if different)

Brian Cameron, Esq.
Name

1114 Avenue of the Americas, 38th Floor
Number Street

New York NY 10036
City State ZIP Code

Contact phone 212-730-7211

Contact email bcameron@atriumllc.com

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

_ _

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing? _____

JQH Ctl ID 00423

Part 2: Give information about the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

- [x] No
- [ ] Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. How much is the claim? $587,600,000. **Does this amount include interest or other charges?**

- [ ] No
- [x] Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Contract, Breach of Contract, Equitable Relief

9. Is all or part of the claim secured?

- [x] No
- [ ] Yes. The claim is secured by a lien on property.

Nature of property:

- [ ] Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
- [ ] Motor vehicle
- [ ] Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____.

Annual Interest Rate (when case was filed) _____%

- [ ] Fixed
- [ ] Variable

10. Is this claim based on a lease?

- [x] No
- [ ] Yes. **Amount necessary to cure any default as of the date of the petition.** $_____.

11. Is this claim subject to a right of setoff?

- [x] No
- [ ] Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. *Check all that apply:* **Amount entitled to priority**

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). $_____
- ☐ Up to $2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. §507(a)(7). $_____
- ☐ Wages, salaries, or commissions (up to $12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). $_____
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). $_____
- ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). $_____
- ☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. $_____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. **Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.** $_____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/20/2016
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name: Brian (First name) | (Middle name) | Cameron (Last name)

Title: General Counsel

Company: Atrium Holding Company
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 1114 Avenue of the Americas, 38th Floor
Number Street

New York (City) NY (State) 10036 (ZIP Code)

Contact phone: 212-730-7211 Email: bcameron@atriumllc.com

UNITED STATES BANKRUPTCY COURT
DISTRICT OF KANSAS AT KANSAS CITY

In re	:	Chapter 11
JOHN Q. HAMMONS FALL 2006, LLC, *et al.*,	:	Case No. 16-21142 (RDB)
	:	*Jointly administered*
Debtors,	:	

ADDENDUM TO PROOFS OF CLAIM OF JD HOLDINGS, LLC

I. Applicable Debtors

JD Holdings, LLC ("JD Holdings") submits this Addendum to Proofs of Claim against all debtors in the above-captioned cases (the "Chapter 11 Cases"), which relate to the Sponsor Entity Right of First Refusal Agreement, dated September 16, 2005, between JD Holdings and Debtors, among others (the "ROFR Agreement"), as amended by the Agreement and Amendment, dated December 10, 2008 (the "ROFR Amendment," and, collectively with the ROFR Agreement, the "ROFR"), with respect to any asset subject to the ROFR (each individually a "ROFR Asset," and collectively the "ROFR Assets").[1]

II. Bar Date Order

On September 12, 2016, Debtors filed their motion seeking an order establishing a bar date for proofs of claim. (Dkt. No. 440.) On September 28, 2016, this Court issued an order setting the bar date as December 23, 2016. (Dkt. No. 525.)

[1] A copy of the ROFR Agreement is attached as Exhibit A. A copy of the ROFR Amendment is attached as Exhibit B. A list of the ROFR Assets is attached as Exhibit C.

III. Amount of Claim

As detailed below, as of June 26, 2016, Debtors were and still are obligated to JD Holdings in respect of the ROFR in an amount not less than $587,600,000, an amount comprised of the following components:

- An amount not less than $304,100,000 arising from Debtors' contractual obligation to sell the ROFR Assets to JD Holdings at a 20% discount, which consists of a claim of not less than $290,800,000 and pre-judgment interest of not less than $13,300,000;
- An amount not less than $12,800,000 arising from Debtors' contractual obligation to sell the ROFR Assets to JD Holdings net of any broker's commission payable as a result of a sale;
- An amount not less than $261,700,000 arising from Debtors' contractual obligation to provide JD Holdings with 22.5% subordinate seller financing with respect to the sale of the ROFR Assets;
- An amount not less than $9,000,000 arising from Debtors' contractual obligation to reimburse JD Holdings for any and all attorneys' fees and costs, including any court costs and costs of any consultants incurred by JD Holdings in seeking to enforce its rights under the ROFR; and
- Other amounts not yet quantifiable.[2]

IV. Basis for Claim

This Proof of Claim sets forth the unsecured prepetition claims of JD Holdings arising under, or in connection with, or in relation to, the ROFR.[3] This Proof of Claim does not

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[2] Under the ROFR, JD Holdings is entitled to specifically enforce its right to purchase the ROFR Assets according to the terms of the ROFR, which terms include a right to purchase the ROFR Assets at a 20% discount in the event of a material breach of the ROFR by Debtors and a right to receive from Debtors subordinate seller financing in the amount of 22.5% of the "All-In Purchase Price" (as defined in the ROFR Amendment). JD Holdings has pursued its specific performance right in a litigation captioned *JD Holdings, L.L.C. v. Dowdy*, C.A. No. 7480-VCL, pending in the Delaware Court of Chancery ("Delaware Litigation"). The damages arise from Debtors' failure to comply with their obligations under the ROFR. This Proof of Claim is submitted without prejudice to JD Holdings' rights in the Delaware Litigation.

[3] Although JD Holdings files these claims as unsecured claims, it notes that the ROFR, among other things, evidences a right in real property, and that the ROFR or a memorandum thereof was filed and/or recorded in the relevant recording offices and therefore, may be senior to other

set forth the claims of JD Holdings or any other entity arising from, or in connection with, or in relation to any rejection of the ROFR, which claims will be subject to a separate Proof of Claim(s).

A. JD Holdings' ROFR Claims

John Q. Hammons was a hotel developer, owner, and operator based in Springfield, Missouri. In the mid-1990s Mr. Hammons formed a public company that owned over 40 hotels. In 2004, Mr. Hammons sought to take his company private, and in 2005, as part of a going-private transaction, he and Debtors then existing entered into the ROFR with JD Holdings. In general terms, the ROFR provides JD Holdings the right to match any *bona fide* third-party agreement to purchase a ROFR Asset on substantially identical economic terms, except that JD Holdings would not be required to pay certain fees, such as broker fees, mortgage transfer fees, and hotel franchise and licensing fees. The parties specifically agreed that the ROFR would be recorded on each of the properties "in the appropriate recording office." The ROFR also required the Revocable Trust of John Q. Hammons, dated December 28, 1989, as Amended and Restated (the "JQH Trust") and its affiliates to begin to sell the ROFR Assets upon Mr. Hammons' death, and to complete the sale of all of the ROFR Assets within 30 months of Mr. Hammons' death.

The parties entered into the ROFR Amendment in December 2008 and in exchange for JD Holdings waiving prior breaches of the ROFR Agreement by one or more Debtors, among other consideration, Mr. Hammons, the JQH Trust, and affiliates agreed to extend subordinate seller financing of up to 22.5% of the "All-In Purchase Price" of any subject property that JD Holdings purchased pursuant to the ROFR.

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obligations pertaining to the properties and assets to which the ROFR relates. JD Holdings reserves all rights in connection therewith.

Following the ROFR Amendment, the Debtors continued to breach the ROFR and in 2012 JD Holdings commenced litigation against the JQH Trust in Delaware Court of Chancery (the "Delaware Court"). Mr. Hammons died on May 26, 2013, while the litigation was pending. On October 1, 2014 the Delaware Court held that the JQH Trust and other Debtors had an obligation to complete the sale of all the ROFR Assets by the later of (1) May 26, 2015 or (2) the liquidation of Atrium Hotels L.P ("AHLP"). The Delaware Court further held that failure to do so would result in a breach of the ROFR. AHLP completed its liquidation in September 2015. The JQH Trust never completed the sale of the ROFR Assets, and, consequently, materially breached the ROFR.

1. Twenty Percent of the Value of the ROFR Assets

Section 3.14(b) of the ROFR Agreement provides that upon a material breach of the ROFR with respect to any ROFR Assets, JD Holdings is entitled to purchase those ROFR Assets at a 20% discount. Section 3.2 of the ROFR Agreement provides that each "JQH Entity" (as that term is defined in the ROFR Agreement) is obligated to begin to sell for cash all of the ROFR Assets upon Mr. Hammons' death, and to ensure that every other JQH Entity has completed the sale of all of the ROFR Assets before the sale deadline set forth in the ROFR Agreement. Due to the Debtors' failure to begin to sell the ROFR Assets following Mr. Hammons' death, and separately, their failure to complete the sale of ROFR Assets by their deadline to do so, the Debtors each materially breached the ROFR with respect to each ROFR Asset. As a result, JD Holdings is entitled to purchase the ROFR Assets at 80% of their market value.

In addition, Debtors have encumbered certain of the ROFR Assets to the detriment of JD Holdings, which gives rise to a claim not yet liquidated. Based on positions that

Debtors have taken as to the values of the ROFR Assets, this portion of JD Holdings claim is worth no less than $290,800,000.

JD Holdings also is entitled to pre-judgment interest in the amount of no less than approximately $13,300,000, calculated as interest on $290,800,000 at the Delaware statutory rate, which is 5% above the relevant Federal Reserve discount rate, compounding monthly, from September 21, 2015 through the petition date.

2. Broker's Commission Deduction

JD Holdings is entitled to an additional deduction equal to "any broker's commission" payable as a result of the sale transaction. The value of this deduction cannot yet be finally determined. However, by way of reference, Debtors' have agreed to pay UBS Securities the following fee in connection with any sale of the ROFR Assets:

> 1.5% of the sale transaction value for amounts up to an including $300 million, plus 1.0% of the sale transaction value for amount in excess of $300 million and up to and including $600 million; plus 0.75% of the sale transaction value for amounts in excess of $600 million and up to and including $1 billion; plus 0.50% of the sale transaction value for amounts in excess of $1 Billion. The sale transaction fee is subject to a minimum fee of $3,000,000.

(Dkt. No. 528 at 3-4.) Based on positions that Debtors have taken as to the values of the ROFR Assets, this portion of JD Holdings claim is worth no less than approximately $12,800,000.

3. Seller Financing

With respect to each of the ROFR Assets purchased by JD Holdings, Debtors are required to provide 22.5% seller financing for the All-In Purchase Price, which is defined as "the cumulative purchase prices paid or payable by the JD Holdings or its assignee to the sellers of the JQH Subject Hotels, inclusive of all third-party transaction, closing, and 'PIP' costs incurred by each Sponsor Entity if, in the case of 'PIP' costs only, a PIP is triggered by a 'change of control' of the applicable JQH Subject Hotel." *See* Exhibit B, ROFR Amendment, Schedule

2. The value of this financing cannot yet be finally determined, but the Debtors have previously taken the position that the seller financing may not be repaid, and therefore may be the equivalent of an additional 22.5% of the purchase price payable by JD Holdings. Based on positions that Debtors have taken as to the values of the ROFR Assets, this portion of JD Holdings claim is worth no less than approximately $261,700,000.[4]

4. Fees and Costs

Under Section 3.14(b) of the ROFR, JD Holdings is also entitled to payment from Debtors of "any and all attorneys' fees and costs, including any court costs and costs of any consultants incurred by [JD Holdings] in seeking to enforce its rights under this Agreement." *See* Exhibit A. This portion of JD Holdings' claim is worth no less than the $9,000,000 that JD Holdings has spent pre-petition to enforce its rights under the ROFR.

5. Failure to Make Franchise Agreements Assumable

Under Section 2.2(a) of the ROFR, Debtors were required to make any franchise license agreements that were amended, modified, extended, or entered into by Debtors subsequent to the signing of the ROFR Agreement transferrable to JD Holdings without the consent of the franchisor. *See* Exhibit A. Debtors also were required to use best efforts to insure that no fee was payable in the event of a transfer to JD Holdings. *Id.* Debtors failed to do so. The value of this portion of JD Holdings' claims cannot be finally determined yet.

6. Failure to Use Best Efforts to Make Mortgages Assumable

Under Section 2.2(b) of the ROFR, Debtors were required to make any mortgage, deed, or trust document that was amended, modified, extended, or entered into by Debtors subsequent to the signing of the ROFR Agreement transferable to JD Holdings without the

[4] At the very least, the value of this claim is the difference between the cost of this seller financing to JD Holdings as compared to the cost to JD Holdings of obtaining financing on substantially identical terms from a third party.

consent of the lender. *Id.* Debtors also were required to use best efforts to insure that no fee was payable in the event of a transfer to JD Holdings. *Id.* Debtors failed to do so. The value of this portion of JD Holdings' claims cannot be finally determined yet.

B. Claims Against the Estate of John Q. Hammons For Which The JQH Trust is Liable

The JQH Trust is responsible for claims against the estate of John Q. Hammons, who is deceased (the "Hammons Estate"), including the claims of JD Holdings as described above. *See* First Restatement of Revocable Trust Agreement of John Q. Hammons Art. II(B), attached hereto as Exhibit D.[5]

V. Solvent Debtors

JD Holdings reserves its right to seek post-petition interest in the event that any or all Debtors are or are deemed to be solvent.

VI. Amendments and Reservations of Rights

JD Holdings has filed this Proof of Claim (including any documents or attachments submitted in connection therewith) under compulsion and authority of the Bar Date Order and to protect JD Holdings from forfeiture of its claims against the Debtors by reason of the deadlines established thereby. By submitting this Proof of Claim, JD Holdings is not conceding that the Court has jurisdiction over JD Holdings, or jurisdiction to resolve the claims between it and any Debtor, including the JQH Trust. In addition, by submitting this Proof of

[5] "Subsequent to Grantor's Death. Upon the death of the Grantor, the trust created herein shall become irrevocable and the Trust Estate shall be held, administered and distributed by the Successor Trustees in the manner and in accordance with the provisions, terms, and conditions hereof. **The Successor Trustees shall pay out of the Trust Estate all expenses of Grantor's last illness and burial, all lawful debts owed by Grantor at the time of his death which are then due and enforceable and which are not paid by the personal representatives of his probate estate**, and any and all inheritance, succession, and estate taxes payable on account of his death as hereinafter provided in ARTICLE IX." (Emphasis added).

Claim, JD Holdings is not conceding that the Court has jurisdiction over the Debtors, these bankruptcy proceedings or that these proceedings are properly before the Court. JD Holdings reserves all rights to challenge these proceedings, including on jurisdictional grounds.

The filing of this Proof of Claim does not constitute any of the following: (a) a waiver of any or all of JD Holdings' rights, claims, defenses, or remedies, whether under the ROFR or otherwise, against the Debtors or any other person or entity who may be liable for all or part of the rights, claims, defenses, or remedies set forth herein, whether an affiliate of the Debtors, a successor or an assignee, guarantor, or otherwise; (b) a waiver of any obligation owed to JD Holdings, or any right to any security that may be determined to be held for JD Holdings' benefit; (c) consent to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto pursuant to 28 U.S.C. § 157(e) or otherwise; (d) a waiver by JD Holdings of the right to a trial by jury in any proceeding so triable herein or in any case, controversy, or proceeding related hereto, notwithstanding any designation of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial is pursuant to statute or the United States Constitution; (e) a waiver by JD Holdings of the right to have any or all final orders in any or all cases, controversies, or proceedings entered only after de novo review by a United States District Court judge; (f) a waiver of JD Holdings' right to seek to have the reference withdrawn with respect to the subject matter of these claims, any objection or other case, controversy, or proceeding commenced with respect thereto, or any other proceedings commenced in these Chapter 11 Cases against or otherwise involving JD Holdings; (g) an election of remedies; (h) an admission that any property held by the Debtors constitutes property of the Debtors' estates; or (i) a waiver

of any past, present or future defaults (or events of default) by the Debtors or any other person or entity in connection with the ROFR, or otherwise.

JD Holdings expressly reserves any and all rights to amend, clarify, and/or supplement this Proof of Claim, including any schedules or exhibits hereto, at any time and for any reason, including, without limitation, to do any of the following: (a) correct, increase, or amend the amount of the sums referred to herein; (b) add or amend documents and other information, and to describe further the claims asserted herein; (c) file additional proofs of claim that may be duplicative in respect of the ROFR or any other indebtedness, obligations, or liability of the Debtors to JD Holdings; (d) add or include any other Debtor entity or any other entity, including but not limited to any entity which may become a debtor or debtor in possession in the Chapter 11 Cases, and add or amend categories of payments or liabilities; (e) further describe the claims asserted herein; (f) contest the validity, priority, and extent of any other purported liens and security interests other than to those described herein; and (g) assert a priority, security interest, or similar right with respect to the claims asserted herein.

No judgment has been rendered on the claims asserted herein or any part thereof. JD Holdings believes that such claims are not subject to offset, recoupment, or counterclaim.

This Proof of Claim is made without prejudice to the filing by JD Holdings of additional proofs of claim in respect of any other indebtedness, obligations or liability of the Debtors to JD Holdings. This Proof of Claim also expressly includes any and all rights to assert a constructive trust against assets or cash held by the Debtors, and also includes any and all amounts owed, for damages or otherwise, on account of any and all claims that JD Holdings has or may have, whether known or unknown, against the Debtors, and all those purporting to act on their behalf, whether presently asserted or to be asserted, including, without limitation, claims

based upon any of the following: (a) common law fraud; (b) misrepresentation; (c) subrogation; (d) indemnity; (e) contribution; (f) unjust enrichment; (g) constructive trust; (h) fraudulent conveyance; (i) failure to fulfill contractual and fiduciary obligations; (j) breach of implied covenant of good faith and fair dealing; (k) making, causing, or permitting to be made misleading statements regarding the business of the Debtors; (l) failure to take prudent and appropriate action regarding adverse business conditions affecting the business operations of the Debtors; (m) tortious interference; (n) quantum meruit; and (o) failure to require adequate financial and accounting controls for the Debtors, all of which singularly or collectively may have caused JD Holdings to incur damages related to the ROFR, or otherwise.

Nothing herein shall be deemed to limit or otherwise affect the rights, claims, and defenses of JD Holdings under the ROFR. This Proof of Claim also is without prejudice to any and all of JD Holdings' rights, claims, and defenses under the Bankruptcy Code or otherwise, including, but not limited to, the right to vote on any plan(s) in the Debtors' Chapter 11 Cases.

With respect to any contingent or unliquidated claim asserted herein, JD Holdings does not waive its rights with respect thereto by not stating a specific amount at this time.

Each and every description in this Proof of Claim of the ROFR, and any and all other documents applicable or otherwise relevant to the claims asserted herein, is qualified in its entirety by reference to the applicable provisions thereof, and all such documents are incorporated by reference as if fully set forth herein. In the event of any inconsistency between this Proof of Claim and such documents, the documents shall control.

JD Holdings expressly reserves any and all procedural and substantive rights, counterclaims, and defenses with respect to any claim that has been or may be asserted against

JD Holdings, including, without limitation, any claim that has been or may be asserted by the Debtors, any trustee for the JQH Trust or the Debtors' estates, or any other person or entity.

JD Holdings does not waive any right to claim specific assets; any rights of setoff, recoupment, or counterclaim; or any other right, rights of action, causes of action, or claims, whether existing now or hereinafter arising, that any of them have or may have against the Debtors, or any other person or entity, and JD Holdings expressly reserves any and all such rights, rights of action, causes of action, or claims. With respect to any claim that is unliquidated or as to which the amount is undetermined, which such claim cannot reasonably be calculated at this time, JD Holdings does not waive its rights thereto by not stating such specific amounts at this time.

VII. Notice

All notices to JD Holdings should be sent to:

Jonathan Margolies
Skelly Building, Suite 350 (KS Fed 70693)
605 West 47th Street
Kansas City, Missouri 64112
Tel: (816) 753-5400
Fax: (816) 753-9996
jmargolies@mcdowellrice.com

with a copy to:

Mark Shinderman (admitted *pro hac vice*)
MILBANK, TWEED, HADLEY &
McCLOY LLP
2029 Century Park East
33rd Floor
Los Angeles, CA 90067-3019
Tel: (424) 386-4000
Fax: (213) 629-5063
mshinderman@milbank.com

Jed M. Schwartz
MILBANK, TWEED, HADLEY &
McCLOY LLP
28 Liberty Street
New York, NY 10005-1413
Tel: (212) 530-5000
Fax: (212) 530-5219
jschwartz@milbank.com

# # #

EXHIBIT A

EXHIBIT 2.1(k)(ii)

Sponsor Right of First Refusal

[See Attached Executed Agreement]

SPONSOR ENTITY RIGHT OF FIRST REFUSAL AGREEMENT

BY AND AMONG

JOHN Q. HAMMONS,

REVOCABLE TRUST OF JOHN Q. HAMMONS,

HAMMONS OF NEW MEXICO, LLC,

HAMMONS OF FRISCO, LLC,

HAMMONS OF COLORADO, LLC,

HAMMONS OF ARKANSAS, LLC,

HAMMONS OF SOUTH CAROLINA, LLC, AND

CITY CENTRE HOTEL CORPORATION

HAMMONS OF HUNTSVILLE, LLC

HAMMONS OF LINCOLN, LLC

HAMMONS OF FRANKLIN, LLC

HAMMONS OF RICHARDSON, LLC

RICHARDSON HAMMONS LP

JOHN Q. HAMMONS CENTER, LLC

(collectively, "JQH ENTITIES")

AND

JD HOLDINGS, LLC AND ANY AFFILIATE THEREOF

(collectively, "SPONSOR ENTITY"),

Dated as of September 16, 2005

SPONSOR ENTITY RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (this "Agreement") is made as of September 16, 2005 by and among John Q. Hammons ("JQH"), the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated (the "JQH Trust"), Hammons of New Mexico, LLC, Hammons of Frisco, LLC, Hammons of Colorado, LLC, Hammons of Arkansas, LLC, Hammons of South Carolina, LLC, City Centre Hotel Corporation, Hammons of Huntsville, LLC, Hammons of Lincoln, LLC, Hammons of Franklin, LLC, Hammons of Richardson, LLC, Richardson Hammons, LP and John Q. Hammons Center, LLC (collectively, with JQH and any other entity directly or indirectly controlled by JQH which owns a Hotel Property (hereinafter defined) now or at any time in the future, each of which will be added as parties to this Agreement, the "JQH Entities", and each, a "JQH Entity") and JD Holdings, LLC, and any Affiliate thereof (collectively, the "Sponsor Entity").

WHEREAS, in connection with a transaction whereby JQH Acquisition, LLC, a Delaware limited liability company ("Newco"), through merger of its wholly-owned subsidiary with John Q. Hammons Hotels, Inc., a Delaware corporation ("JQH, Inc."), acquires all of the interests in JQH, Inc. and, indirectly, certain of the partnership interests of John Q. Hammons Hotels, L.P., a Delaware limited partnership, ("LP") and John Q. Hammons Hotels II, L.P., a Delaware limited partnership, ("II LP"), in each case owned by JQH, Inc., JQH or certain of his Affiliates (the "Formation Transaction"), Sponsor Entity desires to obtain a right of first refusal on all Hotel Properties owned at any time by any of the JQH Entities, and the JQH Entities are willing to grant such a right of first refusal.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration given and received by each party, receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below:

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such first Person. The term "control" (including with correlative meanings, the terms "controlling," "controlled by" and "under common control with") shall mean possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by reason of membership, ownership of voting stock, partnership interests, by contract or otherwise. For purposes of this Agreement, JQH, Inc., LP and II LP and their respective Subsidiaries shall not be deemed to be "Affiliates" of JQH.

"Hotel Properties" shall mean interests in real property and personal property, tangible or intangible (other than any rights to any tradename using the name "John Q. Hammons" or "Hammons"), used in the operation of a hotel facility, or any interests in any related convention or entertainment facility, retail facility, parking facility or gaming facility, including, without limitation, fee interests, leasehold interests, interests in ground leases, easements and rights of way, air rights, surface rights, subsurface rights, debt or equity interests in corporations, limited liability companies, joint ventures, partnerships or other entities holding title to, or a leasehold interest in, any of the foregoing, interests in mortgages or other security interests in any of the foregoing, contractual management interests, and debt instruments as the Person who holds title to, or a leasehold interest in, such property may hold from time to time (each, a "Hotel Property").

"JQH Subject Hotels" shall mean those Hotel Properties set forth on Exhibit A hereto, and any Hotel Properties or any direct or indirect interests in Hotel Properties now or hereafter acquired by JQH or any JQH Entity or any of either of their Affiliates, including any properties under construction or being developed or intended to be developed as Hotel Properties (each, a "JQH Subject Hotel").

"Person" means any individual, corporation, partnership, joint venture, trust, unincorporated organization, other entity or governmental body, in each case whether in such individual's or entity's own capacity or as an agent or fiduciary of another Person.

"Sale" shall mean any sale, assignment, lease or sublease (other than any retail space or concession lease entered into in the ordinary course of hotel business), transfer or other disposition, in a single transaction or as part of a single transaction or series of transactions, of (a) any interest in title to any JQH Subject Hotel or JQH Subject Hotels (as defined herein), or (b) any direct or indirect ownership or debt interests in the Person that owns title to any JQH Subject Hotel or JQH Subject Hotels, as a result of which title to such JQH Subject Hotel would not be 100% owned by JQH or an entity 100% owned by JQH. A Sale shall include (i) any grant of an option to purchase any JQH Subject Hotel or JQH Subject Hotels or any interest therein or any direct or indirect interest in the Person that owns title to, or the leasehold of, any JQH Subject Hotel or JQH Subject Hotels, and (ii) any issuance of any debt or other security convertible into equity interests in the Person that, directly or indirectly, holds title to, or the leasehold of, any JQH Subject Hotel or JQH Subject Hotels. The term "Sale" shall not include (i) a mortgage, deed of trust, or other collateral assignment intended to provide security for a loan or other obligation in favor of an unaffiliated third-party lender with a loan-to-value ratio not exceeding 90% and otherwise on market terms, or any foreclosure on any such mortgage, lien, or security interest by such unaffiliated third-party lender, (ii) any sale of a portion of the land or improvements relating to a JQH Subject Hotel that does not include the hotel and does not adversely affect the operation of the JQH Subject Hotel as a hotel, or (iii) the transfer by JQH or the applicable JQH Entity of the Hotel Property commonly known as Chateau on the Lake, located in Branson, Missouri (the "Chateau"), by means of gift, charitable contribution or donation to any trust or foundation as set forth in Section 3.3(b) herein. The terms "Sell" or "Sold" shall mean to dispose of, or to have disposed of, a JQH Subject Hotel or the direct or indirect ownership interests in the Person that owns title to a JQH Subject Hotel pursuant to a Sale.

"Subsidiary" of any Person means any other Person that, now or at any time hereafter, is directly or indirectly owned 50% or more (in terms of voting securities or other voting ownership or partnership interest) by such first Person; provided, however, that such other Person shall be deemed to be a "Subsidiary" only so long as the foregoing test continues to be met.

ARTICLE II
RIGHT OF FIRST REFUSAL

2.1 Right of First Refusal Granted to Sponsor Entity.

(a) Prior to the Sale of any JQH Subject Hotel, the applicable JQH Entity owning such JQH Subject Hotel shall provide to Sponsor Entity a written purchase and sale agreement, expressly subject to Sponsor Entity's rights hereunder, executed by the Person selling such JQH Subject Hotel and a *bona fide* third-party buyer, requiring a cash deposit of at least five percent (5%) of the purchase price, refundable only if a Sponsor Acceptance Notice (defined below) is received, but otherwise nonrefundable, and setting forth the price for each such JQH Subject Hotel and other material terms upon which such Person has agreed with such third-party buyer to Sell each such JQH Subject Hotel, together with any written information provided to such third-party buyer with respect to such JQH Subject Hotel (the "Sponsor ROFR Notice"). Upon receipt of the Sponsor ROFR Notice, any Sponsor Entity may elect to purchase any such JQH Subject Hotel from the applicable seller thereof by providing a notice to such JQH Entity within thirty (30) days following the date of the Sponsor ROFR Notice (the "Sponsor Acceptance Notice"). If no Sponsor Entity responds to the Sponsor ROFR Notice within such thirty-(30-) day period (the "Sponsor ROFR Period"), the Sponsor Entity shall be deemed to have declined to purchase such JQH Subject Hotel pursuant to this Agreement.

(b) If any Sponsor Entity exercises its right of first refusal hereunder and sends a Sponsor Acceptance Notice within the Sponsor ROFR Period, then (i) contemporaneously with the delivery of the Sponsor Acceptance Notice, such Sponsor Entity shall deposit a nonrefundable amount equal to the lesser of (y) the amount of any earnest money deposit required to be made by such third-party buyer as set forth in the Sponsor ROFR Notice, or (z) one percent (1%) of the purchase price set forth in the Sponsor ROFR Notice (the "Sponsor Deposit") in escrow with a title insurance company or other escrow agent approved in advance by the parties and (ii) the parties shall close such sale transaction on substantially identical economic terms, except that (I) the purchase price payable by such Sponsor Entity shall be net of any broker's commission payable pursuant to the transaction described in the Sponsor ROFR Notice, (II) if the Sponsor ROFR Notice describes any non-cash consideration payable as all or any part of the purchase price of such JQH Subject Hotel, then a Sponsor Entity shall have the right to (A) pay non-cash consideration of a similar type and of equivalent value, and/or (B) pay cash consideration equivalent in value to such non-cash consideration, and (III) such JQH Subject Hotel shall be transferred (A) free and clear of any existing management agreement, (B) free and clear of any liens or encumbrances or restrictions or agreements of any kind of any Affiliate of JQH or any JQH Entity, and (C) if such JQH Subject Hotel is to be transferred subject to an existing mortgage pursuant to the transaction described

in the Sponsor ROFR Notice, then JQH, or the applicable JQH Entity selling such JQH Subject Hotel, will pay any fee payable to the holder of such mortgage by reason of such transfer, and (D) if any fee is payable to any licensor or franchisor under any License Agreement affecting such JQH Subject Hotel by reason of such transfer, JQH or the applicable JQH Entity selling such JQH Subject Hotel, will pay any such fee. The Sale to such Sponsor Entity of such JQH Subject Hotel shall be closed at the time and on the date specified in the Sponsor ROFR Notice, but not earlier than sixty (60) days following the date of the Sponsor Acceptance Notice. The closing shall take place on the terms set forth in the Sponsor ROFR Notice, except as otherwise provided herein. If such Sponsor Entity shall fail to consummate such sale transaction in accordance with its terms, then the applicable seller shall have the right to sell the applicable JQH Subject Hotel as set forth in Section 2.1(c) below, and such seller may, as its sole and exclusive remedy, retain the Sponsor Deposit as liquidated damages, and not as a penalty.

(c) If no Sponsor Entity delivers a Sponsor Acceptance Notice prior to the end of the Sponsor ROFR Period, then the applicable JQH Entity, or its applicable Subsidiary shall, as of the end of the Sponsor ROFR Period (or the earlier waiver of such period by the Sponsor Entity), be free thereafter to sell the JQH Subject Hotel to such third parties on substantially identical terms as those set forth in the Sponsor ROFR Notice, and the Sponsor Entity shall provide to the applicable JQH Entity or the applicable Subsidiary the documents necessary to release its recorded right of first refusal as provided herein; and such documents shall be recorded upon closing of the sale of the JQH Subject Hotel to such third party; provided, however, that if the JQH Entity which owns the JQH Subject Hotel subsequently proposes to sell such JQH Subject Hotel to such third party for a price (the "Final Price") which is less than the price specified in the Sponsor ROFR Notice by an amount in excess of $50,000, then such JQH Entity shall, at least thirty (30) days prior to closing of such Sale, so notify Sponsor Entity, and Sponsor Entity shall have a period of fifteen (15) days within which to execute (at its option) a binding agreement to purchase such JQH Subject Hotel for the Final Price (net of any broker's commission) and with substantially identical economic terms as such JQH Entity proposed to sell such JQH Subject Hotel to such third party, except as otherwise provided in Section 2.1(b) herein. If Sponsor Entity elects to execute such purchase agreement and delivers a Sponsor Deposit with respect thereto, the applicable JQH Entity shall be obligated to accept it, and the Sale of such JQH Subject Hotel to such Sponsor Entity will thereafter be finalized in accordance with the provisions of Section 2.1 (b). If the applicable JQH Entity has not succeeded in consummating the Sale of such JQH Subject Hotel to such third party on substantially identical terms as those contained in the Sponsor ROFR Notice within 30 days after the time and date for closing of such transaction as set forth in the Sponsor ROFR Notice, then the applicable JQH Entity shall again comply with all of the provisions of this Section 2.1 prior to any Sale of such JQH Subject Hotel.

(d) It is understood and agreed that, if a Sponsor ROFR Notice is delivered hereunder with respect to a Sale of a partial interest in any JQH Subject Hotel, including any partial interest in the Person directly or indirectly owning title to any such JQH Subject Hotel, then Sponsor Entity shall have the right, but not the obligation, to deliver hereunder a Sponsor Acceptance Notice with respect to 100% of the interest in each such JQH Subject Hotel, and such Sponsor Entity shall purchase 100% of each such JQH

Subject Hotel for a purchase price calculated in proportion to the purchase price set forth in such Sponsor ROFR Notice and otherwise pursuant to the provisions of this Section 2.1. For example, if the Sponsor ROFR Notice provides that 20% of the interest in a JQH Subject Hotel will be sold for $1,000,000, then Sponsor Entity may deliver a Sponsor Acceptance Notice, in accordance herewith, to purchase 100% of such JQH Subject Hotel for a purchase price of $5,000,000, and otherwise on the terms and conditions set forth in the Sponsor ROFR Notice.

(e) It is understood and agreed that the rights granted to Sponsor Entity in this Section 2.1 are and shall be subordinate only to (i) that certain Restriction, Repurchase and Right of First Refusal Agreement, entered into as of October 18, 1999 by and between Galatyn Park Corporation, a Delaware corporation and JQH, as Trustee of the JQH Trust relating to that certain hotel known as the Renaissance Dallas-Richardson, located at 900 East Lookout Drive, Richardson, Texas 75082, and (ii) a right of first refusal currently being negotiated between JQH and Jeff Smith relating to that certain Hotel Property being developed by JQH in Colorado Springs, Colorado. Each of JQH and any applicable JQH Entity agrees to cooperate with and assist Sponsor Entity in any negotiations between Sponsor Entity and either of such holders of such rights of first refusal described in this subparagraph (e) and to keep Sponsor Entity informed as to the status of such rights of refusal in the event of a Sale of either such Hotel Property, and, in any event, if such rights are not exercised by such holders in accordance with their respective terms, all of the terms and conditions contained in this Agreement shall be in full force and effect with respect to each such Hotel Property.

2.2 License Agreements; Mortgages.

(a) JQH and each JQH Entity agrees that, from and after the date hereof, any franchise agreement or license agreement (each, a "License Agreement") amended, modified or extended, and any new License Agreement executed by any of JQH or any JQH Entity in connection with a JQH Subject Hotel shall specify that a transfer of such JQH Subject Hotel to any Sponsor Entity is permitted under such License Agreement, without consent of such licensor or franchisor, and JQH and each such JQH Entity will use his or its best efforts to negotiate that no fee is payable by reason of any such permitted transfer.

(b) JQH and each JQH Entity agrees that, from and after the date hereof, any mortgage or deed of trust document ("Mortgage") amended, modified or extended, and any new Mortgage executed by any of JQH or any JQH Entity in connection with a JQH Subject Hotel shall specify that a transfer of such JQH Subject Hotel to Sponsor Entity is permitted under such Mortgage, without consent of such lender or mortgagee, and JQH and each such JQH Entity will use his or its best efforts to negotiate that no fee is payable by reason of any such permitted transfer.

(c) Each Sponsor Entity agrees to deliver to any lender, mortgagee, licensor or franchisor under a Mortgage or a License Agreement affecting any applicable JQH Subject Hotel, any and all financial and other information which may reasonably be

requested by any such lender or franchisor in connection with its agreement to permit transfer of any JQH Subject Hotel to any Sponsor Entity.

2.3 Transfers in Violation Void. Any Sale by JQH or any JQH Entity of any JQH Subject Hotel in violation of the terms and provisions of this Agreement shall be void and of no force or effect.

ARTICLE III
GENERAL PROVISIONS

3.1 Term of Agreement; Suspension of Agreement.

(a) This Agreement shall continue in effect from the date hereof until all of the JQH Subject Hotels have been Sold.

(b) In the event (i) of the occurrence of a material funding default by Lender (defined below) under the Loan Agreement dated as of September 16, 2005 between John Q. Hammons Hotels Development, LLC, a Missouri limited liability company ("Borrower"), as Borrower and Atrium Lendco, LLC, a Delaware limited liability company ("Lender"), as Lender (the "Line of Credit Agreement"), which is not cured within thirty (30) days after receipt by Lender of notice from Borrower of such material funding default, and (ii) no material default by Borrower under the Line of Credit Agreement has occurred, then JQH shall have the right, upon delivery of at least fifteen (15) days' prior written notice, to suspend the effectiveness of this Agreement during the period that both (i) and (ii) above are undisputed. In the event that the existence of a material funding default by Lender or the existence of a material default by Borrower is disputed as between the parties (in any such case, a "Disputed LOC Default"), then the parties to this Agreement agree (which agreement shall have no effect on any rights or obligations of Borrower or Lender under the Line of Credit Agreement) to submit such dispute to an arbitration proceeding, such arbitration to be completed within seventy-five (75) days of receipt by Borrower of a notice from Sponsor Entity of a Disputed LOC Default (a "Disputed LOC Default Notice"), held in a neutral city and conducted in accordance with the rules of the American Arbitration Association in effect at the date such Disputed LOC Default Notice is given, but not under the authority of that Association. Such arbitration proceeding shall be conducted by an arbitrator who is a partner at a nationally recognized accounting firm, or any other person with experience in the matter or matters to be arbitrated, mutually selected by Sponsor Entity and JQH. If JQH and Sponsor Entity fail to agree on an arbitrator within fifteen (15) days (the "Arbitrator Selection Period") of Borrower's receipt of a Disputed LOC Default Notice from Sponsor Entity, then, within ten (10) days after the expiration of the Arbitrator Selection Period, JQH and Sponsor Entity each shall select one arbitrator who is a partner at a nationally recognized accounting firm, or any other person with experience in the matter or matters to be arbitrated, who shall then select a third arbitrator who meets the qualifications specified above to conduct the arbitration. The decision of the arbitrator shall be binding upon the parties to this Agreement, and neither party shall have the right to appeal any such decision (except in the case of manifest error). The thirty- (30-) day cure period, or, if applicable, the fifteen- (15-) day notice period referenced in the

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preceding sentence shall commence upon the issuance of an arbitration decision by such arbitrator.

3.2 Sale of JQH Subject Hotels upon JQH Demise. JQH, each applicable JQH Entity and the JQH Trust agree that, upon the death of JQH, the JQH Trust and each applicable JQH Entity will Sell for cash or cause the Sale for cash of all of the JQH Subject Hotels to be completed no later than the later to occur of (a) two (2) years after the date of JQH's demise, and (b) full redemption or other permitted disposition by JQH and his Affiliates of all of his and their preferred interests in Newco. Subject to the provisions of Section 3.16 herein, each of Sponsor Entity and the JQH Trust and other applicable JQH Entity agrees, for a period expiring 90 days after the date of JQH's demise, to negotiate exclusively and in good faith with each other to Sell the JQH Subject Hotels to a Sponsor Entity or an Affiliate thereof for prices and upon terms mutually acceptable to the JQH Trust or other applicable JQH Entity and to Sponsor Entity. Any other Sale of a JQH Subject Hotel shall be subject to the provisions of this Agreement.

3.3 Successors and Assigns.

(a) This right of first refusal of Sponsor Entity may be assigned, without JQH's approval, to any other Person controlled, directly or indirectly, by any Sponsor Entity or Newco or any Affiliate of any of them. Any other assignment of any Sponsor Entity's rights hereunder shall be subject to JQH's prior written approval. Except as provided in the foregoing sentence, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their successors by operation of law or otherwise. Notwithstanding anything herein to the contrary, following delivery of a Sponsor Acceptance Notice, such Sponsor Entity may assign the right to purchase such JQH Subject Hotel to any other Sponsor Entity or an Affiliate thereof.

(b) Notwithstanding anything to the contrary set forth in this Agreement, each of JQH and any applicable JQH Entity owning a JQH Subject Hotel or direct or indirect interest therein agrees not to transfer, by means of gift, charitable contribution or donation to a charitable organization or otherwise, any JQH Subject Hotel or interest therein during the term of this Agreement, other than the Chateau, the initial transfer of which is subject to a separate agreement of even date herewith among the parties hereto. Any subsequent sale of the Chateau for consideration shall be deemed to be a Sale hereunder and shall be subject to the terms and conditions of this Agreement.

3.4 Delivery of Information. JQH and each JQH Entity agrees to deliver to the other parties hereto any and all broker solicitations and correspondence and any and all written offers to purchase or expressions of interest in any JQH Subject Hotel, identifying the interested party (whether solicited or unsolicited), within ten (10) days after receipt thereof. In addition, subject to the provisions of Section 3.16 herein, each of JQH and any JQH Entity agrees, to the extent not otherwise delivered in accordance with any other Formation Transaction document, to deliver to the other parties hereto (for informational purposes only) annual operating statements of each JQH Subject Hotel, together with annual budgets for each JQH Subject Hotel.

3.5 Amendments; Waivers. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, each of the parties hereto. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive such party of the right to insist later on adherence hereto, or thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the party against whom enforcement is sought in order to be effective.

3.6 Governing Law. The interpretation and construction of this Agreement and (unless otherwise expressly provided herein) all amendments hereof and waivers and consents hereunder shall, to the extent the particular subject matter is controlled by state law, be governed by and be construed in accordance with the substantive law of the State of Delaware, without regard to the conflicts of laws principles thereof.

3.7 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3.7.

3.8 Jurisdiction; Service of Process. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties only in the Courts of the State of Delaware or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and each of the parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

3.9 Entire Agreement. This Agreement constitutes a complete statement of all of the binding agreements among the parties as of the date hereof with respect to the subject matter contained herein and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between them with respect to such subject matter.

3.10 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered by hand or certified mail, return receipt requested, postage prepaid, (b) when transmitted by telecopier (providing electronic confirmation of transmission) or (c) when received if sent by overnight courier (providing proof of delivery), to the addressee at the following addresses or telecopier numbers (or to such other address or telecopier number as a party may specify from time to time by notice hereunder):

(i) If to JQH:

John Q. Hammons
300 John Q. Hammons Parkway,
Suite 900
Springfield, Missouri 65806
Telephone: (417) 864-4300
Facsimile: (417) 873-3511

with a copy (which shall not constitute notice) to:

Blackwell Sanders Peper Martin LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112
Attn: Gary D. Gilson and
David C. Agee
Telephone: (816) 983-8000
Facsimile: (816) 983-8080

(ii) If to Sponsor Entity:

Jonathan D. Eilian
JD Holdings, LLC
152 West 57th Street, 56th Floor
New York, New York 10023
Telephone: (212) 884-8827
Facsimile: (212) 884-8753

with a copy (which shall not constitute notice) to:

Kaye Scholer, LLC
Three First National Plaza,
70 West Madison Street, Suite 4100
Chicago, Illinois 60602
Attention: Gary R. Silverman and
Lauretta J. Moran
Telephone: (312) 583-2300
Facsimile: (312) 583-2360

3.11 Titles and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. References to "Sections" refer to Sections of this Agreement, unless otherwise stated.

3.12 Severability. If any term or provision of this Agreement or the application thereof to any party hereto or set of circumstances shall, in any jurisdiction and to any extent, be finally held to be invalid or unenforceable, such term or provision shall only be ineffective as to such jurisdiction, and only to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable any other terms or provisions of this Agreement or under any other circumstances, and the parties shall negotiate in good faith a substitute provision which comes as close as possible to the invalidated or unenforceable term or provision, and puts the parties in a position as nearly comparable as possible to the position they would have been in but for such finding of invalidity or unenforceability, while remaining valid and enforceable.

3.13 Counterparts. This Agreement may be executed in several counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

3.14 Remedies Including Injunction and Specific Performance.

(a) In the event that any JQH Entity shall fail to perform any of its obligations under this Agreement, the Sponsor Entity shall be entitled, in addition to any other remedy that may be available at law or in equity as a result of such failure, to obtain an injunction and/or specific performance of any such obligations as a remedy for such breach, and each JQH Entity further waives any requirements for securing or posting a bond in connection with any such remedy.

(b) In the event that any JQH Entity shall default in the performance of any of its obligations hereunder in any material respect, then the Sponsor Entity shall have the right (i) to payment by such JQH Entity of any and all attorneys' fees and costs, including any court costs and costs of any consultants incurred by such Sponsor Entity in seeking to enforce its rights under this Agreement, and (ii) to purchase any JQH Subject Hotel in relation to which the JQH Entity failed to perform its obligations under this Agreement, in accordance with the provisions of this Agreement, except that the purchase price

payable by such Sponsor Entity to purchase such JQH Subject Hotel shall equal eighty percent (80%) of the price otherwise payable hereunder.

3.15 Recording. Each of the parties hereto agrees that this Agreement evidences a right in real property of each of the parties hereto, and each agrees that this Agreement, or a Memorandum of this Agreement summarizing its material terms, shall be recorded in the appropriate recording office for each JQH Subject Hotel at closing of the Formation Transaction. JQH and each applicable JQH Entity hereby agrees that this Agreement or a Memorandum hereof may be recorded in any appropriate recording office in connection with any JQH Subject Hotel acquired or developed by JQH or any JQH Entity from and after the date hereof, and JQH and each JQH Entity hereby authorizes Sponsor Entity to record such Agreement or Memorandum.

3.16 Confidentiality. Except as otherwise required by law or judicial order or decree or by any governmental authority, each Sponsor Entity shall maintain the confidentiality of all nonpublic information obtained by it under this Agreement in a Sponsor ROFR Notice or pursuant to Section 3.4 herein, unless such information becomes known to the public in a manner unrelated to such Sponsor Entity. It is understood and agreed that such nonpublic information may be disclosed to attorneys, consultants, officers, directors, members or agents of any Sponsor Entity, to the extent deemed necessary by such Sponsor Entity, subject to such attorneys', consultants', officers', directors', members' or agents' maintaining the confidentiality of such information as set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

JD HOLDINGS, LLC

By: _____
Name: Jonathan D. Eilian
Title: Sole Member

_____
JOHN Q. HAMMONS

_____
JOHN Q. HAMMONS, as Trustee of the REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED

HAMMONS OF NEW MEXICO, LLC

By: THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED, its sole member

By: _____
Name: John Q. Hammons
Title: Trustee

HAMMONS OF FRISCO, LLC

By: THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED, its sole member

By:
Name: John Q. Hammons
Title: Trustee

HAMMONS OF COLORADO, LLC

By: THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED, its sole member

By:
Name: John Q. Hammons
Title: Trustee

HAMMONS OF ARKANSAS, LLC

By: THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED, its sole member

By:
Name: John Q. Hammons
Title: Trustee

HAMMONS OF SOUTH CAROLINA, LLC

By: THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED, its sole member

By: _____
Name: John Q. Hammons
Title: Trustee

HAMMONS OF HUNTSVILLE, LLC

By: THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED, its sole member

By: _____
Name: John Q. Hammons
Title: Trustee

HAMMONS OF LINCOLN, LLC

By: THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED, its sole member

By: _____
Name: John Q. Hammons
Title: Trustee

HAMMONS OF FRANKLIN, LLC

By: THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED, its sole member

By: _____
Name: John Q. Hammons
Title: Trustee

HAMMONS OF RICHARDSON, LLC

By: Hammons of Franklin, LLC, its sole member

By: THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED, its sole member

By: _____
Name: John Q. Hammons
Title: Trustee

RICHARDSON HAMMONS, LP

By: Hammons of Richardson, LLC, its general partner

By: Hammons of Franklin, LLC, its sole member

By: THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED, its sole member

By:
Name: John Q. Hammons
Title: Trustee

JOHN Q. HAMMONS CENTER, LLC

By: THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED, its sole member

By:
Name: John Q. Hammons
Title: Trustee

CITY CENTRE HOTEL CORPORATION

By:
Name: John Q. Hammons
Title: President

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Jonathan D. Eilian, the Sole Member of JD Holdings, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and deed and the free and voluntary act of such limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Joyce I. Francis
Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Joyce I. Francis
Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

31147461 DOC
Sponsor ROFR

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of the JOHN Q. HAMMONS REVOCABLE TRUST, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Joyce I. Francis
Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of HAMMONS OF NEW MEXICO, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Joyce I. Francis
Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

31147461 DOC
Sponsor ROFR

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of HAMMONS OF FRISCO, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Joyce I. Francis
Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of HAMMONS OF COLORADO, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Joyce I. Francis
Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

31147461.DOC
Sponsor ROFR

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of HAMMONS OF ARKANSAS, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of HAMMONS OF SOUTH CAROLINA, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

31147461.DOC
Sponsor ROFR

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of HAMMONS OF HUNTSVILLE, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Joyce I. Francis
Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of HAMMONS OF LINCOLN, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Joyce I. Francis
Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

31147461.DOC
Sponsor ROFR

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of HAMMONS OF FRANKLIN, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Joyce I. Francis
Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of HAMMONS OF RICHARDSON, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Joyce I. Francis
Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

31147461.DOC
Sponsor ROFR

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of RICHARDSON HAMMONS, LP, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Joyce I. Francis
Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124892
Qualified in New York County
Commission Expires March 28, 2009

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of JOHN Q. HAMMONS CENTER, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Joyce I. Francis
Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124892
Qualified in New York County
Commission Expires March 28, 2009

31147461.DOC
Sponsor ROFR

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, President of CITY CENTRE HOTEL CORPORATION, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

31147461 DOC
Sponsor ROFR

Exhibit A

JQH Subject Hotels and Legal Descriptions

A. Developed Hotels

1. Courtyard by Marriott
3527 West Kearney, Springfield, Missouri 65803
Owner: Richardson Hammons, LP

2. University Plaza Hotel and Convention Center
333 S John Q. Hammons Parkway, Springfield, Missouri 65806
Owner: John Q. Hammons Trust

3. Embassy Suites Lincoln
1040 P Street, Lincoln, Nebraska 68508
Owner: John Q. Hammons Trust

4. Holiday Inn City Centre
100 W 8th St., Sioux Falls, South Dakota 57104
Owner: City Centre Hotel Corporation

5. Sheraton Hotel Sioux Falls
1211 N. West Ave., Sioux Falls, South Dakota 57104
Owner: John Q. Hammons Trust

6. Embassy Suites Nashville South/Cool Springs
820 Crescent Centre Drive, Franklin, Tennessee 37067
Owner: Richardson Hammons, LP

7. Renaissance Dallas Richardson
900 East Lookout Drive, Richardson, Texas 75082
Owner: Richardson Hammons, LP

8. Residence Inn Springfield
1303 East Kingsley Street, Springfield, Missouri 65804
Owner: Richardson Hammons, LP

9. Embassy Suites Northwest Arkansas
3303 Pinnacle Hills Parkway, Rogers, Arkansas 72758
Owner: Hammons of Arkansas, LLC

10. Courtyard by Marriott Oklahoma City Downtown
2 West Reno Avenue, Oklahoma City, Oklahoma 73102
Owner: John Q. Hammons Trust

11. Renaissance Tulsa Hotel & Convention Center
6808 South 107th East Avenue, Tulsa, Oklahoma 74133
Owner: John Q. Hammons Trust

12. Embassy Suites Hot Springs
400 Convention Boulevard, Hot Springs, Arkansas 71901
Owner: Hammons of Arkansas, LLC

13. Residence Inn Charleston Airport
5035 International Boulevard, North Charleston, SC 29418
Owner: Hammons of South Carolina, LLC

14. Courtyard by Marriott Junction City
310 Hammons Drive, Junction City, Kansas 66441
Owner: John Q. Hammons Trust

15. Embassy Suites Albuquerque
1000 Woodward Place NE, Albuquerque, New Mexico 87102
Owner: Hammons of New Mexico, LLC

16. Embassy Suites Dallas-Frisco
7600 John Q. Hammons Drive, Frisco, Texas 75034
Owner: Hammons of Frisco, LLC

17. Embassy Suites St. Louis-St. Charles
Two Convention Center Plaza, St. Charles, MO 63303
Owner: John Q. Hammons

18. Holiday Inn Express Springfield
1117 East St. Louis Street, Springfield, Missouri 65806
Owner: John Q. Hammons Trust

19. Embassy Suites at Hampton Roads Convention Center
1700 Coliseum Drive, Hampton, VA 23666
Owner: John Q. Hammons Trust

20. Chateau on the Lake Resort Spa and Convention Center
415 North State Highway 265, Branson, Missouri 65616
Owner: Chateau Lake LLC

B. Properties Under Construction / Development

1. Embassy Suites
800 Monroe Street, Huntsville, AL 35801
Owner: Hammons of Huntsville, LLC

2. Embassy Suites
East Peoria, IL
Owner: John Q. Hammons Trust

3. Embassy Suites
Concord, North Carolina
Owner: John Q. Hammons Trust

4. Embassy Suites: Loveland, CO

5. Embassy Suites: San Marcos, TX

6. Residence Inn: LaVista, NE

7. Marriott: Normal, IL

8. Embassy Suites, Bricktown, OK

9. Embassy Suites, Asheville, NC

10. Marriott: Rogers, AR

11. Marriott: Colorado Springs, CO

12. Marriott: North Charleston, SC

13. Residence Inn: Joplin, MO

SCHEDULE A

File No.: 2003158

Commitment No.: 2003158

EXHIBIT A

LOT B:
THAT CERTAIN TRACT OF LAND BEING A PART OF SECTION FIVE (5), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-TWO (22) WEST, SITUATED IN GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION FIVE (5); THENCE NORTH 02° 32' 43" EAST, 68.58 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MARKER ON THE NORTH RIGHT-OF-WAY LINE OF KEARNEY STREET; THENCE SOUTH 89° 03' 55" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE 208.87 FEET; THENCE SOUTH 88° 57' 05" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 520.87 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 00' 01" WEST, 248.33 FEET; THENCE NORTH 89° 59' 51" EAST, 116.86 FEET; THENCE SOUTH 89° 59' 50" EAST, 110.26 FEET; THENCE SOUTH 00° 00' 00" EAST, 277.49 FEET; THENCE NORTH 88° 54' 04" WEST, 30.55 FEET; THENCE NORTH 62° 00' 33" WEST, 55.25 FEET; THENCE NORTH 89° 03' 01" WEST, 37.89 FEET; THENCE NORTH 88° 57' 05" WEST, 109.92 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR USED FOR ROADS.

SCHEDULE A

File No.: 2003158 Commitment No.: 2003158

LOT C:
THAT CERTAIN TRACT OF LAND BEING A PART OF SECTION FIVE (5), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-TWO (22) WEST, SITUATED IN GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION FIVE (5);THENCE NORTH 02° 32' 43" EAST, 68.58 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MARKER ON THE NORTH RIGHT-OF-WAY LINE OF KEARNEY STREET; THENCE SOUTH 89° 03' 55" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 208.87 FEET; THENCE SOUTH 88° 57' 05" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 46.70 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 03' 16" WEST, 100.26 FEET; THENCE NORTH 04° 10' 17" EAST, 26.40 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE RIGHT; THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 181.50 FEET, A CENTRAL ANGLE OF 68° 18' 18", AN ARC DISTANCE OF 216.38 FEET, (CHORD BEARING NORTH 42° 29' 42" EAST), THENCE NORTH 00° 00' 00" EAST, 224.46 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44; THENCE, ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 41° 58' 03" EAST, 90.20 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE RIGHT; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, ALONG SAID NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 622.76 FEET, A CENTRAL ANGLE OF 29° 36' 31", AN ARC DISTANCE OF 321.82 FEET, (CHORD BEARING NORTH 56° 44' 49" EAST) THENCE, SOUTH 00° 00' 00" EAST, 164.84 FEET; THENCE, NORTH 90° 00' 00" EAST, 125.00 FEET; THENCE SOUTH 00° 00' 00" EAST, 338.32 FEET; THENCE SOUTH 89° 59' 51" WEST, 116.86 FEET; THENCE SOUTH 00° 00' 01" EAST, 248.33 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF KEARNEY STREET; THENCE, NORTH 88° 57' 05" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 474.17 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR USED FOR ROADS.

UPDATES AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS

SCHEDULE A

PREMIUM: STANDARD	RISK RATE $342.00 TOTAL CHARGES $851.00	Case Number:
RI/M: LP2112087		204403
Amount of Insurance:	Date of Policy:	Policy Number:
$365,000.00	JULY 2, 1992 AT 2:10 P.M.	OP 572939

1. Name of Insured: JOHN Q. HAMMONS AND JUANITA K. HAMMONS, HUSBAND AND WIFE

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple.

3. Title to the estate or interest in the land is vested in the insured.

4. The land referred to in this Policy is situated in the County of GREENE, State of Missouri, and is described as follows:

TRACT I:

BEGINNING AT A POINT ON THE EAST LINE OF SHERMAN AVENUE, AS NOW LOCATED, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, 274.6 FEET NORTH OF THE NORTHEAST CORNER OF ST. LOUIS STREET AND SAID SHERMAN AVENUE; THENCE NORTH ALONG SAID EAST LINE OF SAID SHERMAN AVENUE, AS NOW LOCATED, TO THE NORTHWEST CORNER OF LOT A OF PLOT 1 OF MARBLEHEAD ADDITION, A SUBDIVISION IN SAID CITY, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTHEASTERLY ALONG SAID NORTH LINE OF SAID LOT A, 38.9 FEET TO THE POINT WHERE SAID NORTH LINE OF SAID LOT A RUNS DUE EAST AND WEST; THENCE EAST ALONG SAID NORTH LINE OF SAID LOT A TO THE NORTHEAST CORNER OF SAID LOT A; THENCE SOUTH 19.5 FEET; THENCE SOUTHEASTERLY 190.7 FEET, MORE OR LESS, TO AN IRON ROD SET 178.12 FEET EAST OF SAID EAST LINE OF SHERMAN AVENUE, AS NOW LOCATED; THENCE SOUTH 86°20' WEST, 97.8 FEET; THENCE WEST TO THE POINT OF BEGINNING, ALL IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT ANY PART DEEDED, TAKEN, OR USED FOR STREET, ROAD, OR HIGHWAY PURPOSES. IT BEING THE INTENTION TO DESCRIBE ALL OF LOT A OF PLOT 1 IN MARBLEHEAD ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AND CERTAIN PROPERTY CONVEYED BY P. W. SNELLING AND LEONA A. SNELLING TO FRED ENGLE AND BERTHA ENGLE, HUSBAND AND WIFE, AS DESCRIBED IN A WARRANTY DEED DATED APRIL 24, 1951, AND RECORDED IN BOOK 909, AT PAGE 103, IN THE OFFICE OF THE RECORDER OF DEEDS OF GREENE COUNTY, MISSOURI; AND A STRIP OF GROUND BETWEEN THE ABOVE DESCRIBED TRACT, WHICH IS A PORTION OF AN ALLEY HERETOFORE VACATED BY THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

SCHEDULE A CONTINUED, NEXT PAGE

Hogan Land Title Company
921 Boonville Avenue
Springfield, Mo. 65802

TRACT II:

ALL OF LOT TWO (2) IN PLOT 1 IN MARBLEHEAD ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

TRACT III:

ALL OF THE WEST THIRTY-ONE (31) FEET OF LOT THREE (3) IN PLOT 1 IN MARBLEHEAD ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

File No: 6007217

Lawyers Title Insurance Corporation

COMMITMENT FOR TITLE INSURANCE

Nebraska Title Company, 633 S 9th Street, Lincoln, Ne 402-476-8818

SCHEDULE A

1. Commitment Date: **January 13, 2004, 8:00am**
   Issue Date: **January 16, 2004**

2. Policy (or Policies) to be issued

   (a) ALTA OWNER'S POLICY — Policy Amount: Premium:

   Proposed Insured:

   (b) ALTA LOAN POLICY — Policy Amount: **To Be Determined** Premium: **To Be Determined**

   Proposed Insured:

   To Be Determined

3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by

   John Q. Hammons, Trustee of the John Q. Hammons Revocable Trust created pursuant to the John Q. Hammons Revocable Trust Agreement dated December 28, 1989, as amended by the First Amendment to said Trust Agreement dated May 2, 1994 and by the Second Amendment to said Trust Agreement dated April 22, 1997

4. The land referred to in the Commitment is described as follows:

   Lots A, B, C, D, E and F, Shaburg and Menlove's Subdivision of Lots One (1) and Two (2), Block Thirty-Five (35), Original Plat to the City of Lincoln, Lancaster County, Nebraska; and Lots A, B, C, D and E, County Clerk's Subdivision of Lots Five (5) and Six (6), Block Thirty-Five (35), Original Plat to the City of Lincoln, Lancaster County, Nebraska; and Lots A, B, C, D, E, F, G and H, Walsh, Putman and Brock's Subdivision of Lots Seven (7) and Eight (8), and the West one-half of Lot Nine (9), Block Thirty-Five, Original Plat to the City of Lincoln, Lancaster County, Nebraska; and
   All of Lots Three (3) and Four (4), the East one-half of Lot Nine (9), and all of Lots Ten (10), Eleven (11) and Twelve (12), Block Thirty-Five, Original Plat to the City of Lincoln, Lancaster County, Nebraska; and The South 10.00 feet of the Q Street Right-of-Way lying between the East line of 10th Street and the West line of 11th Street and the West 20.00 feet of the 11th Street Right-of-Way lying between the North line of P Street and a point located 10.00 feet North of the South line of Q Street, adjacent to Block Thirty-Five (35), Original Plat to the City of Lincoln, Lancaster County, Nebraska; and
   All of the existing vacated alleys located in Block Thirty-Five (35), Original Plat to the City of Lincoln, Lancaster County, Nebraska.

Countersigned
Nebraska Title Company

By _____

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

EXHIBIT A

LEGAL DESCRIPTION

That portion of Lot 2 in Block 2 of Sioux Falls Center Addition to the City of Sioux Falls, Minnehaha County, South Dakota, according to the recorded plat thereto to be known and platted as Lot 4 in Block 2 of Sioux Falls Center Addition to the City of Sioux Falls

EXHIBIT A

Parcel 1:

Lot 4 in Block 2 of Sioux Falls Center Addition to the City of Sioux Falls, Minnehaha County, South Dakota.

Parcel 2:

Lot 7 in Block 2 of Sioux Falls Center Addition to the City of Sioux Falls, Minnehaha County, South Dakota.

Both Parcels:

Together with Grant of Easement dated May 19, 1997, filed of record August 7, 1997, in Book 231 Misc., page 194.

Together with Parking Area and Pedestrian Ingress and Egress Easement dated April 2, 2001, filed of record May 14, 2001, in Book 239 Misc., page 673.

Note: Parcel designations are for convenience of reference only and do not constitute an integral part of the legal description.

Order No: NA012081ND
Reference No: 33078-CHI

Schedule C
Description

LAND lying in Williamson County, Tennessee, being more particularly described as follows:

Being all of Lot 674 as shown on the Final Plat of Cool Springs East Subdivision, Section 17, Revision 1, Resubdivision of Lot 658, of record in Book 29, page 46, Register's Office for Williamson County, Tennessee

Being the same property conveyed to John Q. Hammons, Trustee of the John Q. Hammons Revocable Trust, by Deed of record in Book 1964, Page 293 and Book 1976, page 182, Register's Office for Williamson County, Tennessee.

LAWYERS TITLE INSURANCE CORPORATION

EXHIBIT A

TRACT I (THE HOTEL LAND)

BEING out of the J. V. VANCE SURVEY, ABSTRACT NO. 942, in the City of Richardson, COLLIN County, Texas, and being out of the J. V. VANCE SURVEY, ABSTRACT NO. 1513 in the City of Richardson, DALLAS County, Texas, and being part of a called 104.5141 acre tract of land conveyed to Rancho Vista Development Company as evidenced by Deed recorded in Volume 89242, Page 3891, of the Deed Records of DALLAS County, Texas, and Volume 3184, Page 473, of the Deed Records of COLLIN County, Texas, also being all of Lot 1 of the GALATYN URBAN CENTER ADDITION, an Addition to the City of Richardson according to the Plat recorded in Volume 99121, Page 00044 of the Plat Records of DALLAS County, Texas, and in Cabinet L, Slide 203, of the Plat Records of COLLIN County, Texas, and being more particularly described by metes and bounds as follows (bearings referenced to the City of Richardson control monuments and GPS);

COMMENCING at a 5/8 inch "KHA" capped iron rod set for the intersection of the Easterly line of the Dallas Area Rapid Transit Railroad (a 100 foot wide right of way) with the South line of Lookout Drive (a variable width right of way) as dedicated by Deed recorded in Volume 4013, Page 436 of the Deed Records of COLLIN County, Texas;

THENCE South 76 degrees 35 minutes 22 seconds East, along the South line of said Lookout Drive, a distance of 50.35 feet to a 5/8 inch "KHA" capped iron rod set for a corner;

THENCE South 20 degrees 11 minutes 13 seconds West, departing said South line, a distance of 346.83 feet to the point of beginning;

THENCE South 69 degrees 48 minutes 47 seconds East, a distance of 168.64 feet to a point for a corner;

THENCE North 88 degrees 11 minutes 14 seconds East, a distance of 90.68 feet to a point for a corner;

THENCE South 07 degrees 36 minutes 10 seconds West, a distance of 233.31 feet to a 5/8 inch "KHA" capped iron rod set for a corner, from which a 5/8 inch "KHA" capped iron rod set bears North 88 degrees 46 minutes 29 seconds East, 300.00 feet;

THENCE North 69 degrees 48 minutes 47 seconds West, a distance of 303.55 feet to a 5/8 inch "KHA" capped iron rod set for a corner;

THENCE North 20 degrees 11 minutes 13 seconds East, a distance of 193.73 feet to the POINT OF BEGINNING and CONTAINING 1.290 acres of land, more or less.

TRACT II (NON-EXCLUSIVE ACCESS EASEMENT)

BEING a NON-EXCLUSIVE ACCESS EASEMENT as created by Mutual Access Easement Agreement dated October 18, 1999, filed October 19, 1999, recorded in Volume 99204, Page 3629, Deed Records, DALLAS County, Texas, and filed October 20, 1999, recorded under County Clerk's file number 99-0129168, Land Records, COLLIN County, Texas over and across the property being more particularly described as follows:

Being Lots 4A and 6A, Block A of GALATYN URBAN CENTER ADDITION, an Addition to the City of RICHARDSON, COLLIN and DALLAS Counties, Texas, according to the Replat thereof recorded in Volume L, Page 866, Map Records of COLLIN County, Texas and Volume 2000046, Page 1, Map Records DALLAS County, Texas,

(CONT. ON EXH. A, PAGE 2)

as affected by Certificate of Correction filed June 6, 2000, in Volume 2000110, Page 7396, Deed Records, DALLAS County, Texas and filed June 7, 2000, in Volume 4683, Page 2533, Deed Records COLLIN County, Texas.

TRACT III

BEING out of the J. V. VANCE SURVEY, ABSTRACT NO. 942 in the City of Richardson, COLLIN County, Texas, and being part of a called 104.9141 acre tract of land conveyed to Rancho Vista Development Company as evidenced by Deed recorded in Volume 3184, Page 473 of the Deed Records of COLLIN County, Texas, also being all of Lot 2 of the GALATYN URBAN CENTER ADDITION, an Addition to the City of Richardson according to the Plat recorded in Cabinet L, Slide 203, of the Map Records of COLLIN County, Texas, and being more particularly described by metes and bounds as follows (bearing referenced to the City of Richardson control monuments and GPS);

COMMENCING at a 5/8 inch "KHA" capped iron rod set for the intersection of the Easterly line of the Dallas Area Rapid Transit Railroad (a 100 foot wide right-of-way) with the South line of Lookout Drive (a variable width right-of-way) as dedicated by the Deed recorded in Volume 4013, Page 436 of the Deed Records of COLLIN County, Texas;

THENCE South 76 degrees 35 minutes 22 seconds East, along the South line of said Lookout Drive, a distance of 50.35 feet to a 5/8 inch "KHA" capped iron rod set for the POINT OF BEGINNING;

THENCE South 76 degrees 35 minutes 22 seconds East continuing along said South line, a distance of 152.33 feet to a 5/8 inch "KHA" capped iron rod set for a corner;

THENCE South 00 degrees 24 minutes 51 seconds East, departing said South line, a distance of 193.12 feet to a point for a corner;

THENCE South 07 degrees 36 minutes 10 seconds West, a distance of 153.76 feet to a point for a corner;

THENCE South 88 degrees 11 minutes 14 seconds West, a distance of 90.68 feet to a point for a corner;

THENCE North 69 degrees 48 minutes 47 seconds West, a distance of 168.64 feet to a point for a corner;

THENCE North 20 degrees 11 minutes 13 seconds East, a distance of 346.83 feet to the POINT OF BEGINNING and CONTAINING 1.715 acres of land, more or less.

Fidelity National Title

SCHEDULE C

PROPERTY DESCRIPTION

File Number: 1999120085

The land referred to in this Policy is described as follows:

All of Lot Three (3) of the BRADFORD PARK SOUTH SUBDIVISION, PHASE III, City of SPRINGFIELD, GREENE County, Missouri, recorded at Book QQ, and Page 54, Recorder's Office, GREENE County, Missouri,except that part taken or used for roads.

TOGETHER WITH THE FOLLOWING TRACT:

Beginning at the Southeast corner of Lot Two (2), of the BRADFORD PARK SOUTH SUBDIVISION PHASE III, City of SPRINGFIELD, GREENE County, Missouri, recorded at Book QQ and Page 54: Thence South 81 degrees 13 minutes 39 seconds West along the tangent of a curve to the left, having a radius of 551.97 feet and a central angle of 4°33'19"; thence along said curve, said curve being on the North right-of-way line of Kingsley Street, as it now exists, 43.88 feet; thence North 17°11'32" West, 222.98 feet; thence North 69°10'06" East, 93.64 feet; thence North 39°49'08" West, 180.01; thence North 74°05'50" East, 155.76 feet; thence South 01°47'16" West, 419.04 feet to the point of beginning, all being in SPRINGFIELD, GREENE County, Missouri, except that part taken or used for roads, according to the Certificate of Approval for Minor Subdivision as set out in Book 2449, at Page 10, Recorder's Office, GREENE County, Missouri.

LENDERS TITLE COMPANY

TAX REPORT

PARCEL # 02-01671-226

LEGAL DESCRIPTION:

Tract B of the Final Plat of Pinnacle Hills, Phase 1, Rogers, Benton County, Arkansas, as shown on Plat Records P-004-74, P-004-74A and P-004-74B.

VALUATION	$	22,590.00
GENERAL TAXES FOR THE YEAR 2000	$	1,030.44
SPECIAL ASSESSMENTS FOR THE YEAR 2001	$	

THIS PROPERTY IS EMBRACED WITHIN THE BOUNDS OF THE FOLLOWING SPECIAL IMPROVEMENT DISTRICTS:

The 1999 taxes are paid on a larger tract of land from which subject property is carved. The 2000 taxes are paid in the amount of $1,030.44 including $.34 for postage with receipt number 113801 and with millage rate of .0456. There are no delinquent personal property taxes.

TITLE VESTED: See Commitment

DATE: 11/13/01

LENDERS TITLE COMPANY

By: Jason Alexander
Title Department Jason Alexander

OKLAHOMA CITY (BRICKTOWN), OKLAHOMA

LEGAL DESCRIPTION

Exhibit "A"
Bricktown Development
Oklahoma City, Oklahoma

September 26, 2002

A tract of land being a part of the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described as follows:

COMMENCING at the Northeast Corner of said Northwest Quarter (NW/4);

THENCE South 00°32'01" East, a distance of 63.00 feet;

THENCE South 89°31'09" West, parallel to the North line of said Northwest Quarter (NW/4), a distance of 475.76 feet to the POINT OF BEGINNING;

THENCE South 00°28'51" East, a distance of 222.73 feet;

THENCE along a curve to the Left, having a radius of 112.00 feet, a central angle of 43°47'48", a chord bearing of South 22°22'45" East, a chord distance of 83.54 feet, and arc length of 85.61 feet;

THENCE South 44°16'39" East, a distance of 45.00 feet;

THENCE South 45°43'21" West, a distance of 49.97 feet;

THENCE North 00°28'51" West, a distance of 5.22 feet;

THENCE South 89°31'09" West, a distance of 129.31 feet;

THENCE North 50°15'48" West, a distance of 158.00 feet;

THENCE South 89°31'09" West, a distance of 75.00 feet;

THENCE South 78°51'02" West, a distance of 2.45 feet;

THENCE North 00°28'51" West, a distance of 283.02 feet;

THENCE North 89°31'09" East, a distance of 317.01 feet to the POINT OF BEGINNING.

Said tract of land containing 106,869 square feet or 2.4534 acres, more or less.

Oklahoma City Planning Department
Board Approved
JAN 24 2003

Prepared by Johnson & Associates, Inc.

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SCHEDULE A **COMMITMENT FOR TITLE INSURANCE**

1. Effective Date: January 7, 2004 at 7:00 A.M. gj Case No.: E-152196

2. Policy or Policies to be issued:

ALTA OWNER'S POLICY

Amount $
Premium $

Proposed Insured:

ALTA LOAN POLICY

Amount $ LOAN AMOUNT
Premium $

Proposed Insured:

LENDER TO BE DETERMINED

3. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

JOHN Q. HAMMONS, TRUSTEE UNDER THE JOHN Q. HAMMONS REVOCABLE TRUST AGREEMENT DATED DECEMBER 28, 1989, AS AMENDED ON MAY 2, 1994 AND APRIL 22, 1997

4. The land referred to in this Commitment is described as follows:

Lot One (1), Block One (1), THE TULSA COMMONS, a Subdivision in the City of Tulsa, Tulsa County, State of Oklahoma, according to the Recorded Plat thereof.

Lawyers Title Insurance Corporation

Schedule A – Part I
This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

DUPLICATE ORIGINAL

EXHIBIT "A"

A part of the SE1/4 of the SW1/4 of Section 33, Township 2 South, Range 19 West, Garland County, Arkansas AND being All of Lots 4, 5, 6, 8 and 9 and a Part of Lot 2, 3 and 7 of Block 73 in the Hot Springs Reservation as surveyed, mapped and platted by the United States Hot Springs Commissioners, and being more particularly described as follows: Beginning at a 5/8 inch iron rebar with cap (PLS #1120) for the Southwest corner of said Block 73; thence North 34 degrees 42 minutes 10 seconds West, along the East Right-of-Way line of Laurel Street, a 60 foot Right-of-Way, a distance of 381.96 feet to a 5/8 inch iron rebar with cap (PLS #1120) for a proposed angle bend in the East Right-of-Way line of Laurel Street; thence North 27 degrees 50 minutes 05 seconds West, along the Proposed East Right-of-Way line of Laurel Street, a variable width Right-of-Way, a distance of 159.18 feet to a 5/8 inch iron rebar with cap (PLS #1120) for the newly established South Right-of-Way line of Convention Boulevard, a variable width Right-of-Way, located within the bounds of the aforementioned City Parcel; thence along the South Right-of-Way of said Convention Boulevard, the following three (3) courses: 1) Northeasterly along a circular curve to the right, having a radius of 538.00 feet, through a central angle of 11 degrees 58 minutes 02 seconds, an arc distance of 112.37 feet, and having a chord which bears North 78 degrees 44 minutes 12 seconds East, a distance of 112.17 feet to a 5/8 inch iron rebar with cap (PLS #1120), 2) North 84 degrees 43 minutes 13 seconds East, a distance of 76.31 feet to a 5/8 inch iron rebar with cap (PLS #1120), and 3) Northeasterly, along a circular curve to the left, having a radius of 1583.00 feet, through a central angle of 06 degrees 16 minutes 02 seconds, an arc distance of 173.16 feet, and having a chord which bears North 81 degrees 35 minutes 12 seconds East, a distance of 173.07 feet to a 5/8 inch iron rebar with cap (PLS #1120) on the East line of said City Parcel; thence South 14 degrees 41 minutes 24 seconds East, departing said South Right-of-Way, a distance of 71.82 feet to a 5/8 inch iron rebar with cap (PLS #1120) for the Southeast corner of said City Parcel on the North line of said Block 73; thence Northeasterly, along a circular curve to the left, having a radius of 1262.04 feet, through a central angle of 04 degrees 06 minutes 15 seconds, an arc distance of 90.40 feet, and having a chord which bears North 77 degrees 07 minutes 04 seconds East, a distance of 90.38 feet to a 5/8 inch iron rebar with cap (PLS #1120) for the Northwest corner of that certain Parcel of land as deeded to Little Produce, Inc. from the City of Hot Springs, recorded in Volume 1516, Page 689, Deed Records of Garland County, Arkansas; thence along the West line of said Little Produce Parcel, the following Two (2) courses: 1) South 11 degrees 12 minutes 38 seconds West, a distance of 86.68 feet to a 5/8 inch iron rebar with cap (PLS #1120), and 2) South 47 degrees 54 minutes 10 seconds East, a distance of 133.31 feet to a 5/8 inch iron rebar with cap (PLS #1120) for the Southwest corner of said Little Produce Parcel on the North Right-of-Way line of Gulpha Street, a 60 foot Right-of-Way; thence South 41 degrees 39 minutes 19 seconds West, along said North Right-of-Way, a distance of 156.96 feet to a 5/8 inch iron rebar with cap (PLS #1120) for the Southeast corner of said Lot 3 and the Southeast corner of that certain Turf Catering Company, Inc., Residual Parcel as recorded in Volume 1754, Page 536, Deed Records of Garland County, Arkansas; thence North 50 degrees 18 minutes 52 seconds West, departing said North Right-of-Way a distance of 85.00 feet to a 5/8 inch iron rebar with cap (PLS #1120) for the Northeast corner of said Turf Catering Residual Parcel; thence South 41 degrees 39 minutes 19 seconds West, a distance of 117.82 feet to a 5/8 inch iron rebar with cap (PLS #1120) for the Northwest corner of said Residual Parcel; thence South 35 degrees 12 minutes 50 seconds East, a distance of 87.23 feet to a 5/8 inch iron rebar with cap (PLS #1120) for the Southwest corner of said Residual Parcel and the Southwest corner of said Lot 3; thence South 41 degrees 39 minutes 19 seconds West, along the North Right-of-Way of said Gulpha Street, a distance of 84.34 feet to the Point of Beginning. (According to survey by James W. Montgomery, Registered Professional Land Surveyor, dated July, 2001.)

PROPERTY DESCRIPTION

ALL that piece, parcel, or lot of land, situate, lying, and being in the City of North Charleston, County of Charleston, State of South Carolina, designated as Tract F5.1, measuring and containing 4.0 acres, and shown on a plat by Davis & Floyd, Inc. dated August 12, 2002 and entitled **"Plat Showing Tract F5 & Lot 13, Blk L, Camp Subdivision TMS# 409-10-00-043, Property of City of North Charleston, a 5.59 Ac Tract to be Subdivided into 3 Tracts – Tract F5.1 (4.0 Ac) & Tract F5.2 (1.40 Ac) & Tract F5.3 (0.19 Ac) – Tract F5.1 About to be Leased by John Q. Hammons Industries, Located City of North Charleston, Charleston County, SC"**, said plat being recorded in the RMC office for Charleston County on May 14, 2003 in Plat Book EG, page 357.

SAID parcel having such size, shape, dimensions, buttings and boundings, more or less, as will by reference to said plat more fully appear.

TMS: Portion of 409-10-00-043

EXHIBIT "A"

Order Number: 16197

A tract of land located in Government Lots Five (5), Six (6) and Seven (7), Section Twelve (12), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas and more particularly described as follows:

Commencing at the Southwest corner of Lot Three (3), Block One (1), Johnson's 1st Addition to Junction City, Kansas; thence North 00 degrees 29 minutes 00 seconds East along the West line of said Lot Three (3) a distance of 400.00 feet to the point of beginning of the tract to be described; thence North 89 degrees 38 minutes 00 seconds West a distance of 655.85 feet to a point on the centerline of the Old Smoky Hill River Channel; thence North 10 degrees 52 minutes 27 seconds West along said centerline a distance of 388.73 feet; thence South 89 degrees 38 minutes 00 seconds East a distance of 321.54 feet, thence North 00 degrees 22 minutes 00 seconds East a distance of 221.82 feet; thence South 89 degrees 38 minutes 00 seconds East a distance of 219.50 feet; thence South 00 degrees 22 minutes 00 seconds West a distance of 223.07 feet; thence South 69 degrees 28 minutes 10 seconds East a distance of 45.24 feet; thence South 35 degrees 37 minutes 48 seconds East a distance of 40.00 feet; thence North 54 degrees 22 minutes 12 seconds East a distance of 155.09 feet to a point on said West line of Lot Three (3), Block One (1), Johnson's 1st Addition; thence South 00 degrees 29 minutes 00 seconds West along said West line a distance of 423.22 feet to the point of beginning.

SCHEDULE A

FILE NO : 236153TI

1. EFFECTIVE DATE: 01/14/04 AT 8:00 A.M.

2. POLICY (OR POLICIES) TO BE ISSUED:

(a) ALTA OWNER'S POLICY - (10-27-87) (Revised 10-17-92)
PROPOSED INSURED:

AMOUNT: $

(b) ALTA LOAN POLICY - (10-27-87) (Revised 10-17-92)
PROPOSED INSURED: Metropolitan National Bank

AMOUNT: $38,000,000.00

3. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS fee simple , AND IS AT THE EFFECTIVE DATE HEREOF VESTED IN:

Hammons of New Mexico, LLC

4. THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE COUNTY OF Bernalillo STATE OF NEW MEXICO, AND DESCRIBED AS FOLLOWS:

Tract "B-1" of Plat of GATEWAY SUBDIVISION, a replat of Tracts B & C, Gateway Subdivision, Albuquerque, New Mexico, as the same is shown and designated on the plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on October 22, 2003 in Map Book 2003C, folio 316.

CHICAGO TITLE INSURANCE COMPANY

OWNER POLICY OF
TITLE INSURANCE

CASE NUMBER	DATE OF POLICY	POLICY NUMBER 44-0280
2000 WR 576146-C (125)/rg	9/ 5/2000	100 010219

EXHIBIT A

Tract I

BEING a tract of land situated in the J. DEGMAN SURVEY, ABSTRACT NO. 279, City of Frisco, COLLIN County, Texas and being part of a called 127.4096-acre tract of land conveyed to American Realty Trust, Inc. as evidenced by a Special Warranty Deed recorded in Volume 4339, Page 2751, Land Records of COLLIN County, Texas (LRCCT) and being more particularly described as follows (bearings based on the West right of way line of Parkwood Boulevard as described in said deed, said bearing being South 46 degrees 11 minutes 47 seconds East);

COMMENCING at the intersection of the West right of way line of said Parkwood Boulevard (a 140-foot right of way) as described in a deed to the City of Frisco, Texas as recorded in County Clerks File No. 97-0079455 LRCCT with the North right of way line of State Highway No. 121 (a variable width right of way);

THENCE in a Northerly direction along the West right of way line of said Parkwood Boulevard the following:

North 23 degrees 47 minutes 45 seconds West, a distance of 166.68 feet to a 5/8-inch "PBSJ" capped iron found for a corner;

North 20 degrees 16 minutes 40 seconds West, a distance of 84.59 feet to a 5/8-inch "PBSJ" capped iron found for the beginning of a non-tangent curve to the left;

Northwesterly along the arc of said curve through a central angle of 12 degrees 32 minutes 33 seconds, a radius of 1036.00 feet an arc length of 226.79 feet and a chord bearing North 35 degrees 35 minutes 23 seconds West, 226.33 feet to the POINT OF BEGINNING;

THENCE Westerly along the arc of a curve to the right, having a central angle of 14 degrees 51 minutes 02 seconds, a radius of 300.00 feet, and an arc length of 77.76 feet, a chord bearing and distance of South 60 degrees 33 minutes 52 seconds West, a distance of 77.54 feet to a 5/8-inch "KHA" capped iron rod set for corner;

THENCE South 67 degrees 59 minutes 23 seconds West, a distance of 567.35 feet to a 5/8-inch "KHA" capped iron rod set for corner;

THENCE North 22 degrees 00 minutes 37 seconds West, a distance of 750.29 feet to a 5/8-inch "KHA" capped iron rod set for corner;

THENCE North 73 degrees 21 minutes 46 seconds East, a distance of 504.52 feet to a 5/8-inch "KHA" capped iron rod set for corner in the West right of way line of said Parkwood Boulevard, same being the beginning of a non-tangent curve to the left;

THENCE Southeasterly along the arc of said curve to the left through a central angle of 29 degrees 33 minutes 32 seconds a radius of 1164.00 feet for an arc length of 600.51 feet and a chord bearing South 31 degrees 25

(CONT. ON EXH. A, PAGE 2)

minutes 01 seconds East, 593.87 feet to a 5/8-inch "PBSJ" capped iron rod found for the end of said curve;

THENCE South 46 degrees 11 minutes 47 seconds East, continuing along said South right of way line, a distance of 37.80 feet to a 5/8-inch "PBSJ" capped iron rod found for the beginning of a curve to the right;

THENCE along the arc of said curve to the right through a central angle of 04 degrees 20 minutes 08 seconds a radius of 1036.00 for an arc length of 78.39 feet and a chord bearing South 44 degrees 01 minutes 43 seconds East, 78.38 feet to the POINT OF BEGINNING and containing 9.004 acres of land, more or less.

Tract II

BEING a tract of land situated in the Jabez Degman Survey, Abstract No. 279 in the City of Frisco, Collin County, Texas, and being part of the 127.4096 acre tract of land described in deed to American Realty Trust, Inc., recorded in Volume 4339, Page 02751 of the Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a point for the intersection of the west right-of-way line of Parkwood Boulevard (140-foot-Right-of-Way) dedicated in deed to the City of Frisco, Collin County, Texas, recorded in Collin County, Clerk's File No. 97-0079455 of the Land Records of Collin County, Texas and the north right-of-way line of State Highway No. 121 (Variable Width Right-of-Way);

THENCE with the west right-of-way line of said Parkwood Boulevard, the following courses and distances to wit;

North 23 degrees 47 minutes 45 seconds West, a distance of 166.68 feet to a 5/8-inch "PBSJ" capped iron rod found for corner;

North 20 degrees 16 minutes 40 seconds West, a distance of 84.59 feet to a 5/8-inch "PBSJ" capped iron rod found for the beginning of a non-tangent curve to the left, having a central angle of 12 degrees 32 minutes 33 seconds, a radius of 1036.00 feet and a chord bearing and distance of North 35 degrees 35 minutes 23 seconds West, 226.33 feet;

Northwesterly with said curve, an arc distance of 226.79 feet to a 5/8-inch "KHA" capped iron rod found for the beginning of a non-tangent curve to the right, having a central angle of 14 degrees 51 minutes 02 seconds, a radius of 300.00 feet and a chord bearing and distance of South 60 degrees 33 minutes 52 seconds West, 77.54 feet;

THENCE leaving the west right-of-way line of said Parkwood Boulevard, the following courses and distances to wit:

Southwestery with said curve, an arc distance of 77.76 feet to a 5/8-inch "KHA" capped iron rod found for corner;

South 67 degrees 59 minutes 23 seconds West, a distance of 567.35 feet to a

(CONT. ON EXH. A, PAGE 3)

CHICAGO TITLE INSURANCE COMPANY

OWNER POLICY OF
TITLE INSURANCE

CASE NUMBER	DATE OF POLICY	POLICY NUMBER 44-0280
2000 WR 576146-C (125)/rg	9/ 5/2000	100 010219

EXHIBIT A

5/8-inch "KHA" capped iron rod found for the POINT OF BEGINNING;

THENCE South 67 degrees 59 minutes 23 seconds West, a distance of 171.85 feet to a 5/8-inch "KHA" capped iron rod set for corner;
THENCE North 22 degrees 00 minutes 55 seconds West, a distance of 766.46 feet to a 5/8-inch "KHA" capped iron rod set for corner;

THENCE North 73 degrees 21 minutes 46 seconds East, a distance of 172.68 feet to a 5/8-inch "KHA" capped iron rod found for corner;

THENCE South 22 degrees 00 minutes 37 seconds East, a distance of 750.29 feet to the POINT OF BEGINNING and containing 2.993 acres of land.

Bearing system based upon the monuments found along the west right-of-way line of Parkwood Boulevard (140-foot Right-of-Way) dedicated in deed to the City of Frisco, Collin County, Texas, recorded in Collin County, Clerk's File No. 97-0079455 of the Land Records of Collin County, Texas.

A tract of land being part of Lot 37 in Block 9 of Steen and Cunningham's Subdivision of the St. Charles Commons, Township 46 North, Range 5 East of the Fifth Principal Meridian St. Charles County, Missouri and being more particularly described as follows:

Commencing at an old iron pipe at the Northwest corner of Lot 37 of Steen and Cunningham's Subdivision of St. Charles Commons; thence South 68 degrees 06 minutes 45 seconds East, 432.75 feet to a point on the East line of Beverly Drive, 50 feet wide;thence along the said East line of Beverly Drive, 50 feet wide, South 21 degrees 33 minutes 22 seconds West 194.16 feet to the Southwest corner of property conveyed to William and Nutria Citrin by deed recorded in Book 996 Page 1728 of the St. Charles County Records, being the Actual Point of Beginning of the description herein; thence along the South and East lines of said Citrin property, South 68 degrees 26 minutes 38 seconds East 180.00 feet; and North 21 degrees 33 minutes 22 seconds East 360.00 feet to a point in the South right-of-way line of Missouri Interstate Highway 70, said point being 50.00 feet perpendicularly distant South of South Outer Roadway centerline Station 52 + 99.60; thence along the said South right-of-way line of Missouri Interstate Highway 70, the following courses and distances, along a curve to the right whose chord bears South 39 degrees 29 minutes 00 seconds East 213.35 feet and whose radius point bears South 38 degrees 44 minutes 49 seconds West 522.96 feet from the last mentioned point, an arc distance of 214.85 feet to a point; South 62 degrees 17 minutes 10 seconds West 15.00 feet to a point; along a curve to the right whose chord bears South 25 degrees 12 minutes 49 seconds East 44.32 feet and whose radius point bears South 62 degrees 17 minutes 10 seconds West 507.96 feet from the last mentioned point, an arc distance of 44.33 feet to a point; along a curve to the left whose chord bears South 40 degrees 12 minutes 49 seconds East 383.68 feet and whose radius point bears North 67 degrees 17 minutes 11 seconds East 637.96 feet from the last mentioned point, an arc distance of 389.71 feet to a point being 65.00 feet perpendicularly distant South of South Outer Roadway centerline station 59 + 35.00; thence continuing along said right-of-way line South 10 degrees 42 minutes 47 seconds East 110.81 feet to a point being 150.00 feet perpendicularly distant South of South Outer Roadway centerline station 59 + 95.00; thence South 19 degrees 47 minutes 12 seconds West 60.36 feet to a point; thence South 73 degrees 33 minutes 50 seconds East 62.72 feet to a point in the West line of Fairgrounds Road; thence along said West line of Fairgrounds Road, South 21 degrees 43 minutes 00 seconds West 196.08 feet to a point in the North line of property conveyed to Red Rocket Fireworks Company, Inc. by deed recorded in Book 1148 Page 212 of the St. Charles County Records; thence along the said North line and the West line of said Red Rocket Fireworks Company property, North 68 degrees 29 minutes 19 seconds West 200.85 feet; and South 21 degrees 43 minutes 00 seconds West 436.51 feet to a point on the North line of Becky Drive, 50 feet wide; thence along the said North line of Becky Drive, 50 feet wide, North 68 degrees 03 minutes 45 seconds West 648.09 feet to a point in the aforesaid East line of Beverly Drive, 50 feet wide; thence along said East line of Beverly Drive, North 21 degrees 33 minutes 22 seconds East 743.41 feet to the Point of Beginning.

Appendix A

Commencing at the Northeast corner of Lot Fifteen (15), Plot 2, in Marblehead Addition, an addition to the City of Springfield, Greene County, Missouri; said point being on the South right of way line of East Trafficway; thence S01°57'55"W along the East line of said Lot Fifteen (15), a distance of 5.00 feet to the point of beginning; thence continuing S01°57'55"W, a distance of 130.33 feet; thence N89°50'49"E, a distance of 73.41 feet; thence S02°14'33"W, a distance of 145.17 feet; thence N89°35'43"W, a distance of 188.33 feet; thence N89°38'29"W, a distance of 235.82 feet; thence N01°50'42"E, a distance of 277.40 feet; thence S89°11'46"E, a distance of 25.36 feet; thence S89°11'43"E, a distance of 326.63 feet to the point of beginning.

Also Utility and Pedestrian Walkway Easement as established in Book 2004, page 06259-04 over the following described tract:

Commencing at the Northwest corner of Lot Ten (10), Plot 2, in Marblehead Addition, an addition to the City of Springfield, Greene County, Missouri; thence N89°11'46"W along the South right of way line of East Trafficway, a distance of 29.19 feet; thence S01°50'42"W, a distance of 5.00 feet for a point of beginning; thence continuing S01°50'42"W, a distance of 277.35 feet to a point, said point being 10.00 feet North of the North right of way line of St. Louis Street; thence N89°38'29"W, parallel with the North right of way line of said St. Louis Street, a distance of 6.00 feet; thence N01°50'42"E, a distance of 277.40 feet to a point, said point being 5.00 feet South of the South right of way line of said East Trafficway; thence S89°11'46"E, parallel with the South right of way line of said East Trafficway, a distance of 6.00 feet to the point of beginning.

SCHEDULE A - Continued
LEGAL DESCRIPTION - CASE NUMBER C0034549

TENTATIVE LEGAL:

A Leasehold interest in property described as:

ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of Hampton, Virginia, and being known, numbered and designated as New Parcel D, City of Hampton, Virginia, 5.4754 acres as shown on that certain plat entitled "Plat of Correction of Plat of Vacation, Subdivision and Right-of-way retention of Property owned by the City of Hampton, Located on Pine Chapel Road", City of Hampton, Virginia (miscellaneous Plat Book 2, page 80)", dated July 31, 2003 and Rev. 1/13/04, which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia, in Map Book 2, Page 88; to which reference is hereby made for a more particular description.

IT BEING a portion of the same property conveyed to The City of Hampton, Virginia, a Municipal Corporation by deed from George L. Endman, unmarried, dated May 15, 2001, recorded in Deed Book 1370, page 1802.

IT BEING a portion of the same property conveyed to The City of Hampton, Virginia, a Municipal Corporation by deed from Lawrence E. Wainwright and Toni R. Mingin, Co-Guardians and Co-Conservators for Ester C. Gibson, incompetent dated July 31, 2001, recorded as Instrument Number 010012733.

IT BEING a portion of the same property conveyed to the City of Hampton, Virginia, a Municipal Corporation by deed from Riverdale Plaza Shopping Center, Inc., a Virginia corporation, dated July 27, 1964, recorded in Deed Book 352, page 219.

IT BEING a portion of the same property conveyed to The City of Hampton, Virginia, a Municipal Corporation by deed from Lucille Cone, widow, James C. Cone Jr. and Helen S. Cone, his wife, Floyd Kanneth cone and Mary W. Cone, his wife, and L. Shirley Cone Aylor, divorced, sole heirs of James C. Cone, deceased, dated June 1, 1966, recorded in Deed Book 380, page 266.

IT BEING a portion of the same property conveyed to The City of Hampton, Virginia, a Municipal Corporation by deed from James C. Cone, Jr. and Helen S. Cone, his wife, dated January 2, 1967, recorded in Deed Book 387, page 633.

IT BEING a portion of the same property conveyed to The City of Hampton, Virginia, a Municipal Corporation by deed from Coliseum Associates, a Virginia limited partnership, dated May 22, 1985, recorded in Deed Book 721, page 41.

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

CHARLEVOIX
BRANSON, MISSOURI

File No. 62305-05

EXHIBIT "A"

ALL of the W1/2 of the SE1/4 of Section 10, Township 22 North, Range 22 West LYING East of Missouri State Highway No. 265, EXCEPT:

Beginning at the Northeast corner of the NW1/4 of the SE1/4 of said Section 10; thence North 89° 38' 21" West along the North line thereof 440.70 feet; thence South 25° 27' 10' East along the Easterly R/W of a 50.00 foot roadway easement 191.65 feet; thence Southerly along R/W on a curve to the right having a radius of 125.47 feet, 95.16 feet; thence South 18° 00' 14" West along R/W 67.88 feet; thence Southerly along R/W on a curve to the right having a radius of 1418.01 feet, 33.00 feet; thence North 70° 00' East 175.96 feet; thence South 89° 38' 21" East 220.00 feet to a point on the East line of said NW1/4 of the SE1/4; thence North 00° 17' 11" West along East line 300.00 feet to the point of beginning.

Form 9014-9

EXHIBIT A

The following described real property located in Madison County, Alabama:

STATE OF ALABAMA
COUNTY OF MADISON

ALL THAT PART OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND MORE PARTICULALRY DESCRIBED AS BEGINNING AT A POINT THAT IS LOCATED DUE EAST 13.55 FEET, AND DUE NORTH 71.07 FEET FROM THE SOUTHWEST CORNER OF BLOCK 22, OF THE URBAN RENEWAL PROJECT AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 8, PAGE 22. SAID POINT IS FURTHER DESCRIBED AS BEING ON THE WEST MARGIN OF THE PROPOSED MONROE STREET RIGHT-OF-WAY.

THENCE FROM THE POINT OF BEGINNING AND ALONG THE WEST MARGIN OF SAID MONROE STREET AS FOLLOWS:

AROUND A CURVE TO THE LEFT WITH A RADIUS OF 264.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 04 DEGREES 49 MINUTES 45 SECONDS WEST, 59.17 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 01 DEGREE 36 MINUTES 18 SECONDS EAST, 49.28 FEET TO A POINT OF CURVATURE;

THENCE AROUND A CURVE TO THE RIGHT WITH A RADUIS OF 208.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 09 DEGREES 53 MINUTES 45 SECONDS WEST, 82.94 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 21 DEGREES 23 MINUTES 49 SECONDS WEST ALONG, 255.77 FEET TO A POINT OF CURVATURE;

THENCE AROUND A CURVE TO THE RIGHT WITH A RADUIS OF 478.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 29 DEGREES 20 MINUTES 17 SECONDS WEST, 132.08 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 37 DEGREES 16 MINUTES 45 SECONDS WEST, 56.95 FEET TO A POINT;

THENCE LEAVING THE WEST MARGIN OF SAID MONROE STREET SOUTH 73 DEGREES 12 MINUTES 21 SECONDS WEST, 91.08 FEET TO A POINT;

THENCE NORTH 77 DEGREES 58 MINUTES 18 SECONDS WEST, 117.14 FEET TO A POINT;

THENCE NORTH 23 DEGREES 10 MINUTES 57 SECONDS WEST, 310.96 FEET TO A POINT;

THECNE NORTH 52 DEGREES 53 MINUTES 37 SECONDS EAST, 161.90 FEET TO A POINT;

THENCE SOUTH 37 DEGREEES 06 MINUTES 23 SECONDS EAST, 2.48 FEET TO A POINT;

THENCE NORTH 52 DEGREES 53 MINUTES 37 SECONDS EAST, 241.87 FEET TO A POINT;

THENCE NORTH 53 DEGREES 55 MINUTES 29 SECONDS EAST, 53.49 FEET TO A POINT;

THENCE NORTH 32 DEGREES 53 MINUTES 37 SECONDS EAST, 54.00 FEET TO A POINT;

THENCE NORTH 75 DEGREES 22 MINUTES 25 SECONDS EAST, 30.78 FEET TO A POINT;

THENCE SOUTH 78 DEGREES 44 MINUTES 11 SECONDS EAST, 110.83 FEET TO THE POINT OF BEGINNING AND CONTAINNING 4.56 ACRES MORE OR LESS.

EAST PEORIA (LEASEHOLD INTEREST)

DLD TITLE SERVICES, INC.
416 Main Street
711 Commerce Bank Building
Peoria, IL 61602
Phone: (309)676-6113
Fax: (309)676-6129
Authorized Agent of LAWYERS TITLE INSURANCE CORPORATION

Policy No A75-2365862

EXHIBIT A

TRACT ONE

A part of Lot 6 and 7 as shown on Assessor's Plat for Taxation of part of Section 29 as recorded in Plat Book "G", Page 60 at the Tazewell County Recorder's Office and also a part of Section 29, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, being more particularly described as follows:
Commencing at the Northeast corner of said Lot 6; thence South 77 degrees 47 minutes 27 seconds West along the North line of said Lot 6 and at the Government Harbor Line, a distance of 33.00 feet to the point of beginning of the Tract to be described; thence South 12 degrees 12 minutes 33 seconds East parallel to the Easterly line of said Lot 6, a distance of 398.60 feet to a point on the Southeasterly line of said Lot 6; thence South 77 degrees 47 minutes 27 seconds West along the Southeasterly line of said Lot 6, a distance of 20.62 feet to a point on the Northeasterly Right of Way line of Camp Street; thence South 44 degrees 17 minutes 24 seconds West, a distance of 41.24 feet; thence in a Northwesterly direction along a curve to the left, having a radius of 346.58 feet, for an arc distance of 318.55 feet; thence South 68 degrees 30 minutes 21 seconds West, a distance of 83.72 feet to a point on the Northeasterly Right of Way line of F.A.U. Route 6713; thence North 19 degrees 30 minutes 39 seconds West along the Northeasterly Right of Way of F.A.U. Route 6713, a distance of 263.16 feet to a point on the Government Harbor Line; thence North 59 degrees 21 minutes 10 seconds East, along said Government Harbor Line, a distance of 264.61 feet; thence North 77 degrees 47 minutes 27 seconds East along said Government Harbor Line, a distance of 214.00 feet to the point of beginning; situate, lying and being in the County of Tazewell and State of Illinois.

TRACT TWO

A part of Lot "B" of Section 29, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, as shown on plat of survey recorded August 5, 1916 in Plat Book "H", Page 195, in the Tazewell County Recorder's Office, being more particularly described as follows:
Commencing at the Southeast corner of Lot "A" of the Southwest Quarter of said Section 29 as shown on said plat of survey; thence North 70 degrees 18 minutes 56 seconds West along the Northerly line of Farm Creek, a distance of 210 feet to the Westerly Right of Way line of Tractor Drive; thence North 12 degrees 25 minutes 04 seconds East along the Westerly Right of Way line of said Tractor Drive, a distance of 274.09 feet; thence North 18 degrees 13 minutes 28 seconds West along the Westerly Right of Way line of F.A.U. Route 6713, a distance of 134.81 feet; thence North 06 degrees 26 minutes 49 seconds East along the Westerly Right of Way line of said F.A.U. Route 6713, a distance of 59.88 feet; thence North 18 degrees 13 minutes 31 seconds West along the Westerly Right of Way line of said F.A.U. Route 6713, a distance of 452.07 feet to the point of beginning of the tract to be described: thence continuing North 18 degrees 13 minutes 31 seconds West along the Westerly Right of Way line of said F.A.U. Route 6713, a distance of 101.41 feet; thence in a Northwesterly direction along the Westerly Right of Way line of said F.A.U. Route 6713 on a curve to the left having a radius of 452.46 feet for an arc distance of 69.59 feet; thence South 55 degrees 31 minutes 35 seconds West, a distance of 42.74 feet; thence in a Southwesterly direction along a curve to the left having a radius of 41.58 feet for an arc distance of 13.30 feet; thence South 37 degrees 12 minutes 06 seconds West, a distance of 138.94 feet; thence South 29 degrees 36 minutes 04 seconds East, a distance of 41.22 feet; thence South 51 degrees 32 minutes 03 seconds East, a distance of 94.07 feet; thence in a Northeasterly direction along a curve to the right having a radius of 300.00 feet for an arc distance of 122.34 feet to the point of beginning; situate, lying and being in the County of Tazewell and State of Illinois.

TRACT THREE

A part of Lot "A" and Lot "B" of Section 29, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, as shown on plat of survey recorded August 5, 1916, in Plat Book "H", Page 195, in the Tazewell County Recorder's Office, being more particularly described as follows:
Commencing at the Southeast corner of said Lot "A"; thence North 70 degrees 18 minutes 56 seconds West along the

DLD TITLE SERVICES, INC.
416 Main Street
711 Commerce Bank Building
Peoria, IL 61602
Phone: (309)676-6113
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Authorized Agent of LAWYERS TITLE INSURANCE CORPORATION

Continuation of Exhibit A

Policy No. A75-2365862

Northerly line of Farm Creek, a distance of 210 feet to the Westerly Right of Way line of Tractor Drive, thence North 12 degrees 25 minutes 04 seconds East along the Westerly Right of Way line of said Tractor Drive, a distance of 274.09 feet; thence North 18 degrees 13 minutes 28 seconds West along the Westerly Right of Way line of F.A.U. Route 6713, a distance of 134.81 feet; thence North 06 degrees 26 minutes 49 seconds East along the Westerly Right of Way line of said F.A.U. Route 6713, a distance of 59.88 feet; thence North 18 degrees 13 minutes 31 seconds West along the Westerly Right of Way line of said F.A.U. Route 6713, a distance of 152.73 feet to the point of beginning of the tract to be described; thence continuing North 18 degrees 13 minutes 31 seconds West along the Westerly Right of Way line of said F.A.U. Route 6713, a distance of 248.42 feet; thence in a Southwesterly direction along a curve to the left having a radius of 250.00 feet for an arc distance of 227.02 feet; thence South 82 degrees 12 minutes 43 seconds East, a distance of 56.39 feet; thence South 14 degrees 18 minutes 05 seconds East, a distance of 53.19 feet; thence North 75 degrees 41 minutes 55 seconds East, a distance of 2.90 feet; thence South 14 degrees 18 minutes 05 seconds East, a distance of 27.00 feet; thence North 75 degrees 41 minutes 55 seconds East, a distance of 125.09 feet to the point of beginning; situate, lying and being in the County of Tazewell and State of Illinois.

A parcel of land lying in Cabarrus County, North Carolina, being a portion of those lands as conveyed to the City of Concord in D. B. 2488, Page 115, as recorded in the Public Registry of Cabarrus County, North Carolina, and being more particularly described as follows:

Commencing at a found #4 rebar marking the northwesterly corner of said City of Concord lands, said rebar also marking the easterly corner of lands as conveyed to Concord Development Group, LLC as recorded in D.B. 2301, Page 273 of said Public Registry, said rebar also lying along the southerly line of lands as conveyed to the City of Concord as recorded in D. B. 2440, Page 261 of said Public Registry; thence along the southerly line of said City of Concord lands S 53°44'54" E a distance of 142.02 feet to a point; thence S 00°44'44" E a distance of 197.83 feet to the Point of Beginning, the northeasterly corner of the parcel herein being described;

thence S 00°44'44" E a distance of 390.00 feet to a point; thence S 89°15'16" W a distance of 240.00 feet to a point; thence N 00°44'44" W a distance of 390.00 feet to a point; thence N 89°15'16" E a distance of 240.00 feet to the Point of Beginning of the parcel herein described; containing 2.15 acres of land more or less; subject to easements and restrictions of record.

Bearings and north orientation based on D.B. 2488, Page. 115 per ALTA/ACSM LAND TITLE SURVEY OF PROPERTY OF: CITY OF CONCORD prepared by Concord Engineering& Surveying, Inc for John Q. Hammonds Industries; dated March 16, 2001.

CONCORD, NORTH CAROLINA

EXHIBIT "A" ATTACHED TO AND MADE A PART OF THE WARRANTY DEED BETWEEN MOUNTAIN AIR INDUSTRIAL CENTER, LIMITED, LLLP ("GRANTOR") AND HAMMONS OF COLORADO, LLC ("GRANTEE")

LEGAL DESCRIPTION
OF THE PROPERTY CONVEYED HEREBY

A tract of land located in the Southwest Quarter of Section 34, Township 6 North, Range 68 West of the 6th Principal Meridian in the City of Loveland, County of Larimer, State of Colorado, and being more particularly described as follows:

Considering the North line of said Southwest Quarter as bearing North 89 degrees 45 minutes 20 seconds East and with all bearings contained herein relative thereto:

Commencing at the West 1/4 corner of said Section 34; thence along said North line, North 89 degrees 45 minutes 20 seconds East 2,423.02 feet to the Westerly right-of-way line of Interstate Highway 25; thence along said Westerly right-of-way line, South 00 degrees 36 minutes 41 seconds West 598.90 feet to the Point of Beginning; thence continuing along said line, South 00 degrees 36 minutes 41 seconds West 557.82 feet; thence continuing South 06 degrees 53 minutes 11 seconds West 455.54 feet to the North line of that parcel described as Reception No. 91018318; thence along said North line, South 89 degrees 22 minutes 13 seconds West 767.49 feet to the Northwest corner of said parcel; thence along the prolongation of the west line thereof, North 00 degrees 37 minutes 47 seconds West 78.95 feet to the Northeast corner of a Western Area Power Administration parcel; thence along the North line of said W.A.P.A. parcel, North 89 degrees 55 minutes 19 seconds West 50.00 feet; thence along a line parallel with said prolongation of said West line of said parcel described at Reception Number 91018318, North 00 degrees 37 minutes 47 seconds West 929.75 feet; thence North 89 degrees 22 minutes 13 seconds East 889.16 feet to the Point of Beginning, County of Larimer, State of Colorado.

(Vacant land, no street address assigned)

Name and Address of Person Creating Newly Created Legal Description (Section 38-35-106.5, C.R.S.):

Ron Perkins
Sear-Brown
209 South Meldrum
Fort Collins, CO 80521

LOVELAND, COLORADO

(HF&M 1/29/03)

EXHIBIT "A"

DESCRIPTION OF 10.00 ACRES, MORE OR LESS, OF LAND AREA IN THE J.M. VERAMENDI SURVEY NO. 1, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 203.55 ACRES IN A DEED FROM GILMORE PROPERTIES, LTD. TO GILMORE AUSTEX PROPERTIES, LTD. DATED JANUARY 4, 2002 AND RECORDED IN VOLUME 1935, PAGE 804 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a TxDOT brass disk found in concrete for the most northerly west corner of the Gilmore Austex Properties 203.55 acre tract and this tract at the intersection of the southeast line of Interstate Highway No. 35 and the flaring northeast line of McCarty Lane, and being an interior corner of that tract described as 2.05 acres in a deed from Melvin Sochec, Independent Executor of the Estate of Lamell B. Leavines, Deceased to the State of Texas (for right-of-way purposes) dated February 13, 1991 and recorded in Volume 1012, Page 421 of the Hays County Official Public Records;

THENCE leaving the PLACE OF BEGINNING with the common southeast line of Interstate Highway No. 35 and the State of Texas 2.05 acre tract and northwest line of the Gilmore Austex Properties 203.55 acre tract, N 40°58'30" E 708.19 feet to a ½" iron rod set for the north corner of this tract, from which a TxDot brass disk found in concrete bears N 48°58'30" E 516.20 feet;

THENCE leaving said common line and entering the Gilmore tract S 44°50'23" E 600.21 feet to ½" iron rod set for the east corner of this tract;

THENCE S 45°09'37" W 798.70 feet to a ½" iron rod set for the south corner of this tract in the common northeast line of McCarty Lane and southwest line of the Gilmore tract;

THENCE with said common line N 46°02'09" W 126.61 feet to a TxDOT brass disk found in concrete for the south corner of the aforereferenced State of Texas 2.05 acre tract;

THENCE with the common northeast line of McCarty Lane and the State of Texas tract and southwest line of the Gilmore tract the following 3 courses:

1. N 44°27'54" E 52.63 feet to a TxDOT brass disk found in concrete for a southerly east corner of State of Texas tract and interior corner of the Gilmore tract,
2. N 45°53'02" W 367.84 feet to a TxDot brass disk found in concrete for an interior corner of the State of Texas tract and the southerly west corner of the Gilmore tract,
3. N 02°18'14" W 72.64 feet to the PLACE OF BEGINNING.

SAN MARCOS, TEXAS

There are contained within these metes and bounds 10.00 acres, more or less, of land area as prepared from public records and a survey made on the ground during November, 2000 and June, 2005 by Byrn & Associates, Inc. of San Marcos, Texas. All ½" iron rods set are capped with a plastic cap stamped "Byrn Survey". The Bearing Basis for this description was determined from solar observations and is referenced to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone.

Kyle Smith, R.P.L.S. No. 5307

CLIENT: Gilmore
DATE: June 24, 2005
SURVEY: Veramendi, JM 1
COUNTY: Hays, Texas
JOB NO: 24973-05-S
Fnd10.0ac

LA VISTA, NEBRASKA

2004-10438B

Exhibit "A"

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN PART OF TAX LOT 7, A TAX LOT LOCATED IN THE NORTH 1/2 OF THE SW1/4 OF SECTION 18; AND ALSO TOGETHER WITH PART OF TAX LOT 13, A TAX LOT LOCATED IN NORTH 1/2 OF THE SE1/4 OF SAID SECTION 18; ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 5TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SE1/4 OF SECTION 18, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID SW1/4 OF SECTION 18; THENCE S02°54'19"E (ASSUMED BEARING) ALONG THE WEST LINE OF SAID SE1/4 OF SECTION 18, SAID LINE ALSO BEING THE EAST LINE OF SAID SW1/4 OF SECTION 18, A DISTANCE OF 386.16 FEET TO A POINT ON THE EAST LINE OF SAID TAX LOT 7, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 80, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TAX LOT 13, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N71°07'58"E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 80, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID TAX LOT 13, A DISTANCE OF 532.37 FEET; THENCE S82°18'17"E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 80, SAID LINE ALSO BEING SAID NORTHERLY LINE OF TAX LOT 13, A DISTANCE OF 140.92 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 80 AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 126TH STREET, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TAX LOT 13; THENCE S30°57'18"E ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 126TH STREET, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID TAX LOT 13, A DISTANCE OF 607.03 FEET; THENCE S59°02'42"W, A DISTANCE OF 329.20 FEET; THENCE S30°57'18"E, A DISTANCE OF 80.18 FEET; THENCE S59°02'42"W, A DISTANCE OF 308.97 FEET; THENCE N30°57'18"W, A DISTANCE OF 54.55 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A DISTANCE OF 374.26 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N62°01'56"W, A DISTANCE OF 356.17 FEET; THENCE S86°53'28"W, A DISTANCE OF 297.93 FEET; THENCE N03°06'34"W, A DISTANCE OF 482.65 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 80; THENCE N70°59'20"E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 80, A DISTANCE OF 236.58 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 691,888 SQUARE FEET OR 15.884 ACRES, MORE OR LESS.

PROJECT #2000030.11
DATE: 03/15/2004
CHECKED AGAINST P08, P12 – ALL SAME LEGAL
PATH: K:\PROJECTS\2000\030\p09\SRVY\DOCS\LOT 3 SOUTHPORT WEST.DOC

E & A CONSULTING GROUP, INC.
12001 "Q" STREET
OMAHA, NEBRASKA 68137

LEGAL DESCRIPTION FOR
MARRIOTT
NORMAL, IL

IS NOT CURRENTLY AVAILABLE

OKLAHOMA CITY (BRICKTOWN), OKLAHOMA

LEGAL DESCRIPTION

Exhibit "A"
Bricktown Development
Oklahoma City, Oklahoma

September 26, 2002

A tract of land being a part of the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described as follows:

COMMENCING at the Northeast Corner of said Northwest Quarter (NW/4);

THENCE South 00°32'01" East, a distance of 83.00 feet;

THENCE South 89°31'09" West, parallel to the North line of said Northwest Quarter (NW/4), a distance of 475.76 feet to the POINT OF BEGINNING;

THENCE South 00°28'51" East, a distance of 222.73 feet;

THENCE along a curve to the Left, having a radius of 112.00 feet, a central angle of 43°47'48", a chord bearing of South 22°22'45" East, a chord distance of 83.54 feet, and arc length of 85.61 feet;

THENCE South 44°16'39" East, a distance of 45.00 feet;

THENCE South 45°43'21" West, a distance of 49.97 feet;

THENCE North 00°28'51" West, a distance of 5.22 feet;

THENCE South 89°31'09" West, a distance of 129.31 feet;

THENCE North 60°15'48" West, a distance of 158.00 feet;

THENCE South 89°31'09" West, a distance of 75.00 feet;

THENCE South 78°51'02" West, a distance of 2.45 feet;

THENCE North 00°28'51" West, a distance of 263.02 feet,

THENCE North 89°31'09" East, a distance of 317.01 feet to the POINT OF BEGINNING.

Said tract of land containing 106,869 square feet or 2.4534 acres, more or less.

Oklahoma City Planning Commission
Deed Approval No. 19888
JAN 24 2003

Prepared by Johnson & Associates, Inc.

I:\U\survey\1800\1800008\1800 Hotel Legal.doc

LEGAL DESCRIPTION FOR
EMBASSY SUITES
ASHEVILLE, NC

IS NOT CURRENTLY AVAILABLE

PROPERTY DESCRIPTION

ALL that piece, parcel, or lot of land, situate, lying, and being in the City of North Charleston, County of Charleston, State of South Carolina, designated as Tract F5.1, measuring and containing 4.0 acres, and shown on a plat by Davis & Floyd, Inc. dated August 12, 2002 and entitled **"Plat Showing Tract F5 & Lot 13, Blk L, Camp Subdivision TMS# 409-10-00-043, Property of City of North Charleston, a 5.59 Ac Tract to be Subdivided Into 3 Tracts – Tract F5.1 (4.0 Ac) & Tract F5.2 (1.40 Ac) & Tract F5.3 (0.19 Ac) – Tract F5.1 About to be Leased by John Q. Hammons Industries, Located City of North Charleston, Charleston County, SC"**, said plat being recorded in the RMC office for Charleston County on May 14, 2003 in Plat Book EG, page 357.

SAID parcel having such size, shape, dimensions, buttings and boundings, more or less, as will by reference to said plat more fully appear.

TMS: Portion of 409-10-00-043

FORM NO. 2 CLASS E — DEARBORN STATIONERY CO., 908 Walnut, Kansas City, Mo.

Missouri Warranty Deed

This Indenture, Made on the tenth day of August A. D., One Thousand Nine Hundred and seventy-two by and between NEIL C. MAULSBY and EDITH K. MAULSBY, husband and wife

of the County of Newton, State of Missouri parties of the first part, and JOHN Q. HAMMONS and JUANITA K. HAMMONS, husband and wife

of the County of Greene, State of Missouri parties of the second part.

(Mailing address of said first named grantee is 1525 South Glenstone Avenue, Springfield, Mo.)

Joplin, Missouri Residence Inn

WITNESSETH THAT THE SAID PARTIES OF THE FIRST PART, in consideration of the sum of One Dollar and other considerations----------DOLLARS to us paid by said parties of the second part (the receipt of which is hereby acknowledged), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said parties of the second part their heirs and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Newton and State of Missouri, to-wit:

Part of the South one-half (1/2) of Lot 2, Northwest Quarter of Section 19, Township 27, Range 32, Newton County, Missouri, beginning 330 feet North of the Southwest corner of said South one-half (1/2) of Lot 2 of the Northwest Quarter, and runs thence East 660 feet, thence North 349.16 feet, (thence West 660 feet, thence South 349.16 feet) to the point of beginning, except the right-of-way heretofore granted to the State of Missouri,

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said parties of the second part and unto their heirs and assigns forever, the said Neil C. Maulsby and Edith K. Maulsby hereby covenanting that they lawfully seized of an indefeasible estate in fee of the premises herein conveyed, that they have good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by them or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said parties of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year above written.

Neil C. Maulsby (SEAL)

Edith K. Maulsby (SEAL)

(SEAL)

(SEAL)

EXHIBIT B

AGREEMENT AND AMENDMENT

THIS AGREEMENT AND AMENDMENT, effective the 10th day of December, 2008, is by and between John Q. Hammons ("JQH"), the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, and each of the other entities set forth on Schedule 1 attached hereto (collectively, with JQH and any other entity directly or indirectly controlled by JQH which owns a Hotel Property (as defined in the ROFR) now or at any time in the future, "Hammons") and JD HOLDINGS, LLC ("JD Holdings"). Capitalized words that are not defined herein shall have the meaning ascribed to them in that certain Sponsor Entity Right of First Refusal Agreement dated September 16, 2005 (the "ROFR").

WHEREAS, certain of the Hammons entities and JD Holdings, LLC are the original named parties to the ROFR, and the balance of the Hammons entities are each a JQH Entity within the meaning of the ROFR;

WHEREAS, Section 2.2(b) of the ROFR provides, in part, that any new Mortgage executed by JQH or any JQH Entity "in connection with a JQH Subject Hotel shall specify that a transfer of such JQH Subject Hotel to Sponsor Entity is permitted under such Mortgage, without consent of such lender or mortgagee, and JQH and each such JQH Entity will use his or its best efforts to negotiate that no fee is payable by reason of any such permitted transfer";

WHEREAS, certain of the entities comprising Hammons contemplate obtaining an $86,000,000 loan ("Loan") from certain lenders ("Lenders") pursuant to a Loan Agreement with U.S. Bank, as Agent, and its participant lenders, which Loan will be secured by mortgages against the Embassy Suites Hotel in Concord, North Carolina (the "Concord Embassy") owned by JQH – Concord Development, LLC, and the Embassy Suites Hotel in Huntsville, Alabama (the "Huntsville Embassy") owned by Hammons of Huntsville, LLC;

WHEREAS, the Lenders are requiring JD Holdings to execute a waiver of Section 2.2.(b) of the ROFR (the "Waiver") as a condition of closing the Loan and Hammons is requesting that JD Holdings execute the Waiver;

WHEREAS, Hammons has advised JD Holdings that Hammons has previously executed Mortgages with respect to the JQH Subject Hotels which do not comply with the requirements of Section 2.2(b) of the ROFR (together, with Concord Embassy and Huntsville Embassy the "Existing No Assumption Properties") and Hammons is requesting that JD Holdings waive such non-compliance by Hammons;

WHEREAS, Hammons is also requesting that Section 2.2(b) of the ROFR be modified to provide that JQH and each applicable JQH Entity are obligated to use commercially reasonable efforts to cause any applicable lender to include Sponsor Entity as a permitted transferee under a Mortgage without the payment of a fee, as more fully described below; and

WHEREAS, JD Holdings is requesting, and Hammons desires to provide, seller financing to Sponsor Entity in the event of an exercise by Sponsor Entity of its rights to acquire any JQH Subject Hotel pursuant to the ROFR, as more fully described below;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Recitals. The above recitals are hereby incorporated herein by reference as if same were fully set forth herein.

2. Execution of Waiver and Delivery to Lenders. JD Holdings shall execute the Waiver in materially the form attached hereto as Exhibit A and deliver said Waiver to the Lenders to permit Hammons to obtain the Loan.

3. Permitted Transferee.

A. JD Holdings hereby waives any breach by Hammons under the ROFR to the extent such breaches are the result of JQH (or any JQH Entity) entering into Mortgages with respect to any of the JQH Subject Hotels without complying with Section 2.2(b) of the ROFR. Furthermore, from and after the date hereof, JD Holdings and Hammons hereby agree that the sole obligation of JQH (and each JQH Entity) under Section 2.2(b) of the ROFR (with respect to all existing Mortgages as well as any future Mortgages) is to use its commercially reasonable efforts to cause the applicable Mortgages to specify that a transfer of the applicable JQH Subject Hotel to Sponsor Entity is permitted under such Mortgage, without consent of such lender or mortgagee and without payment of any fee. Commercially reasonable efforts in this context shall be met if Hammons: (i) uses commercially reasonable efforts to cause the lender to approve Sponsor Entity as a permitted transferee without payment of any fee; (ii) advises JD Holdings of the proposed financing substantially in advance of its closing; (iii) arranges for a meeting (via telephone call) among the proposed lender, a Hammons' representative and JD Holdings to discuss, among other things, the qualifications of Sponsor Entity; and (iv) provides JD Holdings with copies of the applicable loan documents as and when they are available. Commercially reasonable efforts in this context shall not require Hammons to accept such financing on less favorable market terms than are otherwise obtainable from the lender.

B. With respect to the Existing No Assumption Properties and the "Future No Assumption Properties" (as defined below), Hammons hereby agrees to use commercially reasonable good faith efforts to assist and cooperate with JD Holdings in its efforts to cause the applicable lenders to consent to JD Holdings (or its applicable affiliate) assumption of the loan without payment of any fee. In that regard, if Hammons has provided any guaranty of, or indemnity with respect to, the applicable loan which JD Holdings (or its applicable affiliate) is seeking to assume, Hammons agrees, if required by the lender in connection with the loan assumption, to cause and permit such guaranty

or indemnity to remain effective and in full force and effect following the assumption of the loan by JD Holdings (or applicable affiliate) until repayment of the loan, in full. Hammons hereby agrees to take any actions as may be required by the lender to effectuate this sub-section (B). As used herein, "Future No Assumption Properties" means any JQH Subject Hotel (excluding the Existing No Assumption Properties) with respect to which Hammons, despite using its commercially reasonable efforts as described above, is unable to obtain the consent of the lender to a transfer of the JQH Subject Hotel to a Sponsor Entity without payment of a fee.

C. To the extent Hammons is successful in obtaining the consent of a lender to a transfer of a JQH Subject Hotel to Sponsor Entity as a permitted transferee without payment of any fee, Hammons hereby agrees that at no time may Hammons amend or modify any of the provisions of the applicable loan documents governing the assumption of the loan by Sponsor Entity as a permitted transferee without payment of any fee. Furthermore, Hammons hereby covenants and agrees that no loan obtained by Hammons with respect to a JQH Subject Hotel will include provisions which change the economic terms of that loan as a result of the death of JQH and/or the assumption of the loan by Sponsor Entity.

D. No later than 30 business days following the date hereof, Hammons hereby agrees to deliver to JD Holdings:(i) the loan agreements, notes and mortgage documents executed by Hammons with respect to all of the JQH Subject Hotels which contain provisions permitting Sponsor Entity to assume the loan encumbering a JQH Subject Hotel; and (ii) a written notice identifying all JQH Subject Hotels (and the name of the applicable lender) which are subject to financing which financing does not include the right of Sponsor Entity to assume the applicable loan. Furthermore, no later than 30 business days following the date hereof, Hammons shall deliver to JD Holdings copies of all executed Memorandum required to be recorded pursuant to Section 3.15 of the ROFR, to the extent not previously provided by Hammons.

4. Line of Credit Agreement. Notwithstanding anything contained in the ROFR to the contrary, the parties hereto hereby agree that the terms and provisions of Section 3.1(b) of the ROFR shall not be applicable to a material funding default by Lender under the Line of Credit Agreement which is not cured as required by Section 3.1(b) of the ROFR if such material funding default arises in connection with the insolvency of iStar Financial, Inc., or as a result of iStar Financial, Inc. no longer being in the business of making loans, and, accordingly, the parties to this Agreement and Amendment agree that in the event of the occurrence of such a material funding default, the effectiveness of the ROFR shall not be subject to suspension. Neither the foregoing nor the provisions of Section 5 of this Agreement shall operate as a waiver by Hammons of other available rights and remedies not expressly limited herein in the event of a material funding default under the Line of Credit Agreement.

5. Hammons Financing. With respect to any and all JQH Subject Hotels which are purchased by a Sponsor Entity, Hammons hereby irrevocably commits to provide, or cause the applicable seller of the JQH Subject Hotel to provide, subordinate

seller financing to each Sponsor Entity acquiring the JQH Subject Hotel (or its immediate parent company) on the terms provided for on Schedule 2 attached hereto. Schedule 2 is hereby incorporated herein by reference as if same were fully set forth herein. Notwithstanding the foregoing to the contrary, Hammons has no obligation to provide the subordinate seller financing described herein and on Schedule 2 during the existence of a material funding default under the Line of Credit Agreement which is not cured as required by Section 3.1(b) of the ROFR.

6. Breach. For avoidance of doubt, any breach by Hammons in its obligation to provide the subordinate seller financing described in Section 5 above which continues for five (5) days following delivery to Hammons of notice of such breach, shall be a material breach by Hammons under the ROFR and JD Holdings shall be entitled to all rights and remedies provided for in the ROFR as a result of a material breach of the ROFR, including, without limitation, the remedies contained in Section 3.14(b) of the ROFR. Furthermore, without limiting the foregoing and without determining whether or not any other breach of this Agreement and Amendment is a "material" breach of the ROFR, the breach of any other provision of this Agreement and Amendment which continues for five (5) days following delivery to Hammons of notice of such breach shall be a breach by Hammons under the ROFR.

6. Full Force and Effect. Except as modified hereby, the ROFR remains unmodified and in full force and effect.

7. Counterparts. This Agreement and Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

8. Entire Agreement. This Agreement and Amendment together with the ROFR constitutes a complete statement of all of the binding agreements among the parties as of the date hereof with respect to the subject matter contained herein and together with the ROFR supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between them with respect to such subject matter. For the avoidance of doubt, the dispute resolution provisions contained in Sections 3.6, 3.7 and 3.8 of the ROFR shall govern this Agreement and Amendment.

9. Recording. Hammons and JD Holdings authorize each other to record a memorandum of this Agreement and Amendment setting forth all modifications to the ROFR agreed to herein (which memorandum may set forth the existence of the Hammons financing described herein but shall not set forth the specific terms and provisions of Schedule 2) in the land records of each county in which a JQH Subject Hotel is located. Hammons and JD Holdings hereby agree to execute any additional documents reasonably required by Hammons or JD Holdings to effectuate such recording.

10. Counsel. Each party to this Agreement and Amendment has had the benefit of counsel in negotiating and reviewing the terms contained herein.

11. JQH Entities. By executing this Agreement and Amendment JD Holdings is not agreeing that the list of entities comprising Hammons and set forth on Schedule 1 is complete and accurate and is not waiving or modifying the obligation of Hammons to subject each and every JQH Subject Hotel to the terms and provisions of the ROFR (as modified hereby).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

JD HOLDINGS, LLC

Witness

By: _____
Jonathan D. Eilian, Sole Member

Witness

Witness

JOHN Q. HAMMONS

Witness

JOHN Q. HAMMONS, TRUSTEE OF THE REVOCABLE TRUST OF JOHN Q. HAMMONS DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED

HAMMONS OF HUNTSVILLE, LLC

By: JOHN Q. HAMMONS HOTELS DEVELOPMENT, LLC, its Sole Member

By:_____
Name: John Q. Hammons
Title: President

(signatures continued on following page)

11. JQH Entities. By executing this Agreement and Amendment JD Holdings is not agreeing that the list of entities comprising Hammons and set forth on Schedule 1 is complete and accurate and is not waiving or modifying the obligation of Hammons to subject each and every JQH Subject Hotel to the terms and provisions of the ROFR (as modified hereby).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

JD HOLDINGS, LLC

_____ By: _____
Witness Jonathan D. Eilian, Sole Member

_____
Witness

_____
Witness JOHN Q. HAMMONS

_____
Witness JOHN Q. HAMMONS, TRUSTEE OF THE REVOCABLE TRUST OF JOHN Q. HAMMONS DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED

HAMMONS OF HUNTSVILLE, LLC

By: JOHN Q. HAMMONS HOTELS DEVELOPMENT, LLC, its Sole Member

By: _____
Name: John Q. Hammons
Title: President

(signatures continued on following page)

(signatures to Amended and Restated Agreement – continued)

RICHARDSON HAMMONS, LP

By: Hammons of Richardson, LLC, its general partner

By: Hammons of Franklin, LLC, its sole member

By: The Revocable Trust of John Q. Hammons, Dated December 28, 1989, As Amended And Restated

By: _____
Name: John Q. Hammons
Its: Trustee

HAMMONS OF RICHARDSON, LLC

By: Hammons of Franklin, LLC, its sole member

By: The Revocable Trust of John Q. Hammons, Dated December 28, 1989, As Amended And Restated

By: _____
Name: John Q. Hammons
Its: Trustee

(signature pages continued)

(signatures to Amended and Restated Agreement – continued)

HAMMONS OF FRANKLIN, LLC;
HAMMONS OF COLORADO, LLC;
HAMMONS OF NEW MEXICO, LLC;
HAMMONS OF SOUTH CAROLINA, LLC;
HAMMONS OF LINCOLN, LLC;
HAMMONS OF OKLAHOMA CITY, LLC;
HAMMONS OF SIOUX FALLS, LLC;
HAMMONS OF TULSA, LLC;
CHATEAU LAKE, LLC;
JQH – EAST PEORIA DEVELOPMENT, LLC;
JQH – ALLEN DEVELOPMENT, LLC;
JOHN Q HAMMONS FALL 2006, LLC

By: The Revocable Trust of John Q. Hammons, Dated December 28, 1989, As Amended And Restated, the sole member of each of the above-listed companies

By: _____
Name: John Q. Hammons
Its: Trustee

CITY CENTRE HOTEL CORPORATION, a Kansas corporation

By: _____
Name: John Q. Hammons
Its: President

(signature pages continued)

(signatures to Amended and Restated Agreement – continued)

JQH – ROGERS CONVENTION CENTER DEVELOPMENT, LLC

JQH – CONCORD DEVELOPMENT, LLC
JQH – GLENDALE, AZ DEVELOPMENT, LLC
JQH – SAN MARCOS DEVELOPMENT, LLC

By: John Q. Hammons Hotels Development, LLC, the sole member of each of the above-listed companies

By: Q.
Name: John Q. Hammons
Its: President

JQH – LA VISTA CY DEVELOPMENT, LLC;
JQH – FT. SMITH DEVELOPMENT, LLC;
JQH – KANSAS CITY DEVELOPMENT, LLC;
JQH – OKLAHOMA CITY BRICKTOWN DEVELOPMENT, LLC;
JQH – LA VISTA III DEVELOPMENT, LLC;
JQH – LA VISTA CONFERENCE CENTER DEVELOPMENT, LLC;
JQH – MURFREESBORO DEVELOPMENT, LLC;
JQH – NORMAL DEVELOPMENT, LLC;
JQH – NORMAN DEVELOPMENT, LLC

By: The Revocable Trust of John Q. Hammons, Dated December 28, 1989, As Amended And Restated, the manager of each of the above-listed companies

By:
Name: John Q. Hammons
Its: Trustee

Schedule 1

JQH ENTITIES

Hammons of New Mexico, LLC
Chateau Lake, LLC
JQH – East Peoria Development, LLC
Richardson Hammons, LP
John Q. Hammons Fall 2006, LLC
JQH – Ft. Smith Development, LLC
JQH – Glendale, AZ Development, LLC
Hammons of Huntsville, LLC
JQH – Kansas City Development, LLC
JQH – La Vista III Development, LLC
JQH – La Vista Conference Center Development, LLC
Hammons of Lincoln, LLC
JQH – Murfreesboro Development, LLC
JQH – Norman Development, LLC
JQH – Normal Development, LLC
Hammons of South Carolina, LLC
Hammons of Oklahoma City, LLC
JQH – Oklahoma City Bricktown Development, LLC
JQH – Rogers Convention Center Development, LLC
JQH – San Marcos Development, LLC
Hammons of Sioux Falls, LLC
City Center Hotel Corporation
Hammons of Tulsa, LLC
JQH – La Vista CY Development, LLC
JQH – Allen Development, LLC
JQH – Concord Development, LLC
Hammons of Richardson, LLC
Hammons of Franklin, LLC
Hammons of Colorado, LLC

Schedule 2

TERMS OF SELLER FINANCING

Hammons hereby irrevocably commits to provide, or cause the applicable seller of the JQH Subject Hotel to provide, seller financing to the Sponsor Entity acquiring the JQH Subject Hotel on the terms and provisions below. All capitalized terms use herein shall have the meaning ascribed to such term in the Agreement and Amendment to which this Schedule 2 is attached.

Lender: The seller of the applicable JQH Subject Hotel ("Lender").

Borrower: The owner of 100% of the equity in the SPV (described below) acquiring the JQH Subject Hotel.

Amount of Seller Financing: Subject to the limitations described herein, an amount equal to 22.5% of the cumulative purchase prices paid or payable by the Sponsor Entity to the sellers of the JQH Subject Hotels, inclusive of all third party transaction, closing, and PIP costs incurred by each Sponsor Entity if, in the case of PIP costs only, a PIP is triggered by a "change of control" of the applicable JQH Subject Hotel (herein, the "All-In Purchase Price").

Notwithstanding the foregoing: (i) on an aggregate and cumulative basis, the purchasers of the applicable JQH Subject Hotels must fund as equity in connection with the purchase of the JQH Subject Hotels, an aggregate minimum amount at least equal to 10% of the amount by which the All-In Purchase Price paid or payable for all JQH Subject Hotels exceeds the initial applicable senior acquisition financing obtained (or assumed) by the purchasers of all JQH Subject Hotels; (ii) in no event shall a Sponsor Entity obtain any new first mortgage financing (excludes all loans which are assumed) in excess of 67.5% of the All-In Purchase Price; and (iii) to the extent there is a sale of a JQH Subject Hotel pursuant to the ROFR prior to the demise of JQH and if: (i) the actual income tax payable by JQH as a result of such sales exceeds the gross cash consideration paid to JQH in connection with such sale; (ii) the taxes payable in excess of the consideration received will not be sheltered or offset by other losses or NOLs (to be confirmed in writing by JQH's accountant) (the net taxes due in excess of the consideration received and after taking into account available losses and NOLs is referred to herein as the "Net Tax Payment"); (iii) the sale is not structured as a like kind exchange; and (iv) following the payment of the Net Tax Payment, Hammons will have "Cash on Hand" (defined to mean cash, marketable securities and amounts available to be drawn on a credit lines) of less than $30,000,000, then the amount of Hammons financing required to be provided shall be reduced by the lesser of: (a) the Net Tax Payment; or (b) the amount by which the Cash on Hand following payment of the Net Tax Payment is less than $30,000,000, but in all events the amount of seller financing may not be less than 11.25% of the All-In Purchase Price (i.e. the maximum reduction in the amount of the financing is 11.25% of the All-In Purchase Price) and the limit on new first mortgage financing shall be similarly

adjusted (as an example if the financing is reduced to 11.25% of the All-In-Purchase Price the cap on the new first mortgage financing is increased from 67.5% to 78.75%).

Term: 5 years

Prepayment: Seller financing is prepayable, at any time, in whole or in part, without penalty.

Interest Rate: 30 day LIBOR (determined based on quotes in Wall Street Journal two business days in advance of each month) + 3.75% for years 1-3, increasing 75 basis points per year thereafter, payable monthly, in arrears, based on a 365 day year. Amortization: Interest only for five years.

Collateral: Each JQH Subject Hotel will be acquired in a newly formed special purpose vehicle ("SPV") Each SPV will be a wholly owned (direct or indirect) subsidiary of a single parent company ("Newco") which will be an affiliate of Sponsor Entity. The seller financing described herein for each JQH Subject Hotel will be subordinate to the first mortgage financing on the applicable JQH Subject Hotel and shall be secured by a pledge of equity in the SPV owning such hotel. To the extent required by the senior lender, the Lender providing the seller financing will execute any form of intercreditor/subordination/standstill agreement customarily required by the applicable senior lender. To the extent the senior lender prohibits a pledge of equity as collateral for the seller financing after borrower has made commercially reasonable efforts to structure the seller financing as subordinate debt, then the seller financing shall be structured as preferred equity or other reasonably acceptable structure which meets the requirements of the applicable senior lender. To the extent required, Lender will reasonably cooperate to structure the financing in compliance with REIT rules.

Notice and Cure Periods. 10 business days for payment defaults and 60 days for non-monetary defaults; provided, however, if a non-monetary default cannot reasonably be cured within 60 days then the borrower shall have such additional time as may be necessary to cure such default so long as the borrower has promptly commenced and is diligently pursuing curing such default.

Guarantee: Full payment guaranty to be provided by Newco. No other recourse to any other direct or indirect owner of any SPV, other than the pledge of collateral described above.

Covenants: Non-financial covenants, including reporting, to be within the reasonable discretion of the Lender but may not be more restrictive than the non-financial covenants applicable to the senior lender. There shall be no financial covenants applicable to the seller financing. In no event following the closing of the acquisition of a JQH Subject Hotel shall the borrower under the seller financing refinance any senior financing for an amount in excess of the greater of: (a) 67.5% of the All-In- Purchase Price; or (b) the balance of the senior financing at the time of the purchase of the JQH Subject Hotel (plus

any interest which accrues thereon) plus all costs and expenses incurred in connection with obtaining the replacement financing, unless any such excess is paid to Lender.

Event of Default. Customary, and in no event more restrictive than the events of default under the senior loan. Default interest rate of 5% per annum in excess of the stated interest rate.

Rights to Transfer: Direct and indirect equity interests in the Sponsor Entity shall be freely transferable as follows: (i) for estate planning purposes so long as Jonathan Eilian or his heirs retains control (directly or indirectly) of Sponsor Entity (ii) up to 80% of the equity may be transferred so long as Jonathan Eilian or his heirs retains control (directly or indirectly) of the Sponsor Entity; (iii) as required in connection with any going public transaction, so long as at the time of the going public transaction Jonathan Eilian (or entities controlled by Jonathan Eilian or his heirs): (a) has the right to appoint not less than 2 board seats of the new public company; and (b) owns, directly or indirectly, not less than 10% of the shares of the public company and (iv) any other transfer which is acceptable to the senior lender and is consented to in writing by Lender in advance of the transfer in its sole discretion. Sponsor Entity shall provide Lender notice no less than ten (10) business days in advance of any permitted transfer, along with reasonably detailed explanation of the terms of the proposed transfer which, in the event of a transfer of equity, shall include identification of the transferee and the transferee's ownership stake, subject to any required confidentiality agreement.

Loan Documents: Customary and reasonable incorporating the terms on this Schedule 2.

Closing Date: Simultaneously with closing of acquisition.

Governing law: New York

EXHIBIT C

ANNEX A

JQH Subject Hotels:

1. The Embassy Suites Huntsville - Hotel & Spa, located at 800 Monroe Street, Huntsville, AL 35801 and listed at Exhibit A #B.1 to the ROFR Agreement.

2. The Courtyard Fort Smith Downtown, located at 900 Rogers Ave., Ft Smith, AR 72901 and listed at Exhibit A #B.10 to the ROFR Agreement.

3. The Embassy Suites Hot Springs - Hotel & Spa, located at 400 Convention Boulevard, Hot Springs, AR 71901 and listed at Exhibit A #12 to the ROFR Agreement.

4. The Embassy Suites Northwest Arkansas - Hotel, Spa & Convention Center, located at 3303 Pinnacle Hills Parkway, Rogers, AR 72758 and listed at Exhibit A #9 to the ROFR Agreement.

5. The Renaissance Phoenix Glendale Hotel & Spa, located at 9495 W. Coyotes Blvd., Glendale, AZ 85305.

6. The Embassy Suites Loveland - Hotel, Spa & Conference Center, located at 4705 Clydesdale Parkway, Loveland, CO 80538 and listed at Exhibit A #B.4 to the ROFR Agreement.

7. The Embassy Suites East Peoria - Hotel & Riverfront Conference Center, located at 100 Conference Center Drive, East Peoria, IL 61611 and listed at Exhibit A #B.2 to the ROFR Agreement.

8. The Bloomington-Normal Marriott Hotel & Conference Center, located at 201 Broadway Ave., Normal, IL 61761 and listed at Exhibit A #B.7 to the ROFR Agreement.

9. The Marriott Courtyard Junction City, located at 310 Hammons Dr., Junction City, KS 66441 and listed at Exhibit A #14 to the ROFR Agreement, and the adjacent conference center.

10. The Chateau on the Lake Resort Spa & Convention Center, located at 415 North State Highway, Branson, MO 65616 and listed at Exhibit A #20 to the ROFR Agreement.

11. The Residence Inn Joplin, located at 3128 East Hammons Blvd., Joplin, MO 64804 and listed at Exhibit A #B.13 to the ROFR Agreement.

12. The Residence Inn Kansas City Airport, located at 10300 North Ambassador Drive, Kansas City, MO 64153.

13. The Embassy Suites St. Louis - St. Charles, located at Two Convention Center Plaza, Saint Charles, MO 63303 and listed at Exhibit A #17 to the ROFR Agreement.

14. The University Plaza Hotel and Convention Center, located at 333 S John Q. Hammons Parkway, Springfield, MO 65806 and listed at Exhibit A #2 to the ROFR Agreement.

15. The Courtyard by Marriott Springfield Airport, located at 3527 West Kearney, Springfield, MO 65803 and listed at Exhibit A #1 to the ROFR Agreement.

16. The Holiday Inn Express & Suites Springfield, located at 1117 E. St. Louis, Springfield, MO 65806 and listed at Exhibit A #18 to the ROFR Agreement.

17. The Residence Inn Springfield, located at 1303 East Kingsley St., Springfield, MO 65804 and listed at Exhibit A #8 to the ROFR Agreement.

18. The Embassy Suites Charlotte - Concord Golf Resort & Spa, located at 5400 John Q. Hammons Dr. NW, Concord, NC 28027 and listed at Exhibit A #B.3 to the ROFR Agreement.

19. The Courtyard by Marriott Omaha – La Vista, located at 12560 Westport Parkway, La Vista, NE 68128 and listed at Exhibit A #B.7 to the ROFR Agreement.

20. The Embassy Suites Omaha-La Vista/Hotel & Conference Center, located at 12520 Westport Parkway, La Vista, NE 68128.

21. The Embassy Suites Lincoln, located at 1040 P Street, Lincoln, NE 68508 and listed at Exhibit A #3 to the ROFR Agreement.

22. The Embassy Suites Albuquerque Hotel & Spa, located at 1000 Woodward Pl NE, Albuquerque, NM 87102 and listed at Exhibit A #15 to the ROFR Agreement.

23. The Embassy Suites Norman - Hotel & Conference Center, located at 2501 Conference Drive, Norman, OK 73069.

24. The Residence Inn Oklahoma City Downtown/Bricktown, located at 400 East Reno Ave., Oklahoma City, OK 73104 and listed at Exhibit A #B.8 to the ROFR Agreement.

25. The Marriott Courtyard Oklahoma City Downtown, located at 2 West Reno Ave., Oklahoma City, OK 73102 and listed at Exhibit A #10 to the ROFR Agreement, and the adjacent parking garage.

26. The Renaissance Tulsa Hotel & Convention Center, located at 6808 South 107th East Ave., Tulsa, OK 74133 and listed at Exhibit A #11 to the ROFR Agreement.

27. The Residence Inn Charleston Airport, located at 5035 International Blvd., North Charleston, SC 29418 and listed at Exhibit A #13 to the ROFR Agreement.

28. The Sheraton Sioux Falls Hotel & Convention Center, located at 1211 West Avenue North, Sioux Falls, SD 57104 and listed at Exhibit A #5 to the ROFR Agreement.

29. The Embassy Suites Nashville South Cool Springs, located at 820 Crescent Centre Drive, Franklin, TN 37067 and listed at Exhibit A #6 to the ROFR Agreement, and the adjacent parking lot.

30. The Embassy Suites Nashville SE - Murfreesboro, located at 1200 Conference Center Boulevard, Murfreesboro, TN 37129, and the adjacent convention center.

31. The Courtyard Dallas Allen @ The John Q Hammons Center, located at 210 E. Stacy Road, Allen, TX 75002-8732.

32. The Embassy Suites Dallas Frisco Hotel Convention Center & Spa, located at 7600 John Q. Hammons Drive, Frisco, TX 75034 and listed at Exhibit A #16 to the ROFR Agreement, and the adjacent parking garage.

33. The Richardson Renaissance Hotel and Convention Center, located at 900 E. Lookout Drive, Richardson, TX 75082 and listed at Exhibit A #7 to the ROFR Agreement.

34. The Embassy Suites San Marcos - Hotel, Spa & Conference Center, located at 1001 E. McCarty Lane, San Marcos, TX 78666 and listed at Exhibit A #B.5 to the ROFR Agreement.

35. The Embassy Suites Hampton Roads-Hotel, Spa & Convention Center, located at 1700 Coliseum Drive, Hampton, VA 23666 and listed at Exhibit A #19 to the ROFR Agreement, and the adjacent parking lot.

36. The Embassy Suites Salt Lake/West Valley City, located at 3524 S. Market St., West Valley City, UT 84119.

37. The Café adjacent to the Courtyard by Marriott Springfield Airport, located at 3527 West Kearney, Springfield, MO 65803.

38. The Chateau on the Lake of the Ozarks, located at Osage Beach, MO.

39. .94 Acre Parking Lot adjacent to the Embassy Suites Hot Springs - Hotel & Spa, located at 400 Convention Boulevard, Hot Springs, AR 71901.

40. John Q. Hammons Hotels Management, LLC.

41. The JQH Trust's interest in Winegardner & Hammons, Inc.

42. The JQH Trust's interest in W&H Realty, Inc.

43. The JQH Trust's interest in Des Plaines Development Corporation.

44. The JQH Trust's interest in Plaza Associates Partnership.

45. 63 Acre Commercial and Industrial Site along Interstate 44 in Joplin, MO.

46. Commercial Site in Lindon, UT.

47. 31 Acre Property in Osage Beach, MO.

48. 42 Acre Commercial Development Site located at or near Mingo Valley Expressway & 71st Street in Tulsa, OK.

49. 11.993 Acre Commercial Site adjacent to the Frisco Mall in Frisco, TX.

50. 123 Acre Property located near the Table Rock Dam Area in Branson, MO.

51. 14.47 Acre Commercial Site in Loveland, CO.

52. The Joplin Trade Center, located at 3535 Hammons Blvd, Joplin, MO 64804.

53. 66.28 Acre Property in Branson, MO.

54. Parking Garage located in Springfield, MO.

55. 2.78 Acre Commercial Site located in Albuquerque, NM.

56. 12 Acre Property located in Osage Beach, MO.

57. 11.16 Acre Property (Lot 11) located at or near 18005 W. 105th Street in Olathe, KS.

58. 17.7 Acre Commercial Site located at or near Interstate 44 and Airport Road in Springfield, MO.

59. Commercial Site in Pleasant Grove, UT.

60. 8 Acre "Hotel Site" located in Lake Norman, NC.

61. Improvement District Lot on St. Louis Street in Springfield, MO.

62. 9 Acre Commercial Site located at or near Gulf Freeway & Airport Road in Houston, TX.

63. 4.45 Acre Property on Kanis Blvd. in Little Rock, AR.

64. Commercial Site near Tiffany Springs Parkway in Kansas City, MO.

65. 21.05 Acre Property (known as the "Merriman Land"), located in Branson, MO.

66. 10.87 Acre Commercial Site located at or near Interstate 44 & U.S. 71 in Joplin, MO.

67. 6.2 Acre Commercial Site located at or near 1010 Garnett Road in East Tulsa, OK.

68. 2.271 Acre Commercial Site located at or near Interstate 80 & Interstate 35 in Des Moines, IA.

69. 5.44 Acre Commercial Site located in Cedar Rapids, IA.

70. 3.7 Acre Property located in Madison, WI.

71. 2.08 Acre Commercial Site located in Reno, NV.

72. Property located at or near U.S. 50 & State Line in Lake Tahoe, NV.

73. Property located at or near 1132 Running Springs #8 in Walnut Creek, CA.

74. Property located on Walnut Street in Springfield, MO.

75. 1.82 Acres located at or near 11400 W. 12th Street in Little Rock, AR.

76. 2.1 Acre Commercial Site located at or near 8000 Tiffany Springs Road in Kansas City, MO.

77. The site at Journal Center, located in or around Albuquerque, New Mexico.

78. The commercial site located at I-80 and 126th Street located in or around La Vista, Nebraska.

79. The .5 Acre Property located in or around La Vista, Nebraska.

80. The site at Lot 17 located in or around La Vista, Nebraska.

81. The commercial site at I-49 located in or around Rogers, Arkansas.

82. The commercial sites at University Plaza located in or around Springfield, Missouri.

EXHIBIT D

FIRST RESTATEMENT

OF

REVOCABLE TRUST AGREEMENT

OF

JOHN Q. HAMMONS

FIRST RESTATEMENT OF
REVOCABLE TRUST AGREEMENT OF JOHN Q. HAMMONS

TO: John Q. Hammons, as Trustee of the Revocable Trust of John Q. Hammons, Dated December 28, 1989, as amended.

Under the terms of Article XI of the trust agreement identified above, I reserved the right to amend or revoke that agreement from time to time, in whole or in part, by written instrument. Pursuant to that right, I have previously amended the agreement on two (2) occasions. I now desire to further amend that agreement in many particulars and believe that the amendments would be better understood if the entire agreement is again restated (except for the introductory paragraph immediately before Article I and any schedules attached thereto). Accordingly, in exercise of the right reserved to me, I amend that agreement by substituting for it this amending instrument, which sets forth all of the terms and conditions relating to the administration, investment, and distribution of the property now and from time to time hereafter held under that agreement ("trust principal"), and the income thereof after this date. My trust shall continue to be referred to as the Revocable Trust of John Q. Hammons, Dated December 28, 1989, as amended and restated.

ARTICLE I
TRUST PROPERTY

The Grantor hereby declares that he has received in trust by transfer from himself as an individual, and that he holds as Trustee, the property held and titled in his name as Trustee, the receipt of which is hereby acknowledged by the Trustee, upon the express terms and conditions and with the powers and duties hereinafter set forth. Additional property, including bonds, cash, securities, real estate and other personal and real property, may be transferred in the future from time to time to the Trustee or Successor Trustees hereunder, as well as life insurance proceeds payable to the trust estate, and cash and property received through Pour-Over Wills and other Wills, and any additional property shall, upon becoming a part of the trust estate, be held, managed, invested, reinvested, and disposed of on the same terms and conditions as the property originally transferred, all of that property being hereinafter referred to as the "Trust Estate," for the uses and purposes hereinafter set forth.

ARTICLE II
DISPOSITIVE PROVISIONS

Trustee shall hold, manage, invest, and reinvest the Trust Estate, shall collect the income therefrom, and shall dispose of the net income and principal as follows:

A. During Grantor's Life. During the lifetime of the Grantor, the Trustee shall pay to the Grantor all of the net income of the Trust Estate in equal installments or more frequently. If at any time the Grantor should file with WILLIAM J. HART, of Springfield, Missouri, DANIEL L. EARLEY, of Cincinnati, Ohio, and JACQUELINE A. DOWDY, of Springfield, Missouri, the Successor Trustees herein named (hereinafter referred to as the "Successor Trustees") his resignation as Trustee, in writing, or should Grantor become

incompetent, physically incapacitated, or for any other reason be unable to act in his own behalf or manage his own business affairs, then the Successor Trustees herein named shall take possession and control of the Trust Estate for the duration of Grantor's incompetency, incapacity or inability to act in his own behalf or manage his own business affairs, and shall pay to or apply for the benefit of the Grantor and his wife, JUANITA K. HAMMONS, so much of the net income and amounts from the principal of the Trust Estate as the Successor Trustees may from time to time deem necessary or advisable for their use and benefit in order to provide for the proper care, maintenance and support of the Grantor and his wife, Juanita K. Hammons. The determination as to the incompetency, incapacity, or inability of Grantor to act in his own behalf or manage his own business affairs shall be made by the Successor Trustees, unless determined by a court of proper jurisdiction, upon certification thereof to them by two qualified medical doctors, acknowledged by a qualified notary public or other public official in proper form for recording. Any payments of income or principal made by the Successor Trustees for the use and benefit of the Grantor and his wife hereunder, shall be made in any one or more of the following ways as the Successor Trustees may deem best: Directly to the Grantor; to the legally appointed guardian or conservator of the Grantor; to Grantor's wife, Juanita K. Hammons, for the benefit of Grantor and herself, or by the Successor Trustees using it directly for the care, support and maintenance of the Grantor and his wife without the intervention of any legal guardian or conservator.

B. Subsequent to Grantor's Death. Upon the death of the Grantor, the trust created herein shall become irrevocable and the Trust Estate shall be held, administered and distributed by the Successor Trustees in the manner and in accordance with the provisions, terms and conditions hereof. The Successor Trustees shall pay out of the Trust Estate all expenses of Grantor's last illness and burial, all lawful debts owed by Grantor at the time of his death which are then due and enforceable and which are not paid by the personal representatives of his probate estate, and any and all inheritance, succession, and estate taxes payable on account of his death as hereinafter provided in ARTICLE IX. The Successor Trustees shall, within one year following the date of Grantor's death, pay the following specific bequests to the persons and to the institutions, which are then qualified as exempt organizations, named in this Article II, paragraph B in accordance with the provisions hereinafter set forth in this Article:

1. To SOUTHWEST MISSOURI STATE UNIVERSITY, Springfield, Missouri:

(a) that amount of money which is equivalent to the difference, if any, between the sum of One Million Dollars ($1,000,000.00) and the aggregate amount of the donations made by the Grantor to that University during his lifetime that were designated for the "Hammons Center," to be used for that Center pursuant to the Agreement dated July 31, 1976,

(b) for the "Juanita K. Hammons Hall for the Performing Arts" the sum of Two Million Dollars ($2,000,000.00) less the aggregate amount of the donations made by Grantor to the University during Grantor's lifetime that were designated for that Hall for the Performing Arts,

(c) to SOUTHWEST MISSOURI STATE UNIVERSITY, Springfield, Missouri, the sum of Two Hundred Thousand Dollars ($200,000.00) as an endowment to be used for the establishment and maintenance of the "John Q. Hammons Scholarship Fund," the income from which shall be used to provide two scholarships each year for students who are either juniors or seniors enrolled at Southwest Missouri State University and who are, in the opinion of the President of the University and the respective Deans of the schools or departments in which the selected students are pursuing their majors, meritorious students in need of financial assistance. It is Grantor's wish and desire (but he does not require) that these Hammons Scholars shall be selected during the second semester of their sophomore years at Southwest Missouri State University. In selecting the Hammons Scholars each year, one shall be chosen from the Department of Home Economics who is majoring in Hotel-Restaurant Administration, and one shall be selected from those students majoring in Finance and Economics; provided, that, in the event there shall in any year be no student in one of the foregoing disciplines who is considered to be deserving of the Hammons Scholarship, then the scholarship in that discipline shall be awarded to a student from the other discipline hereinabove specified, and

(d) to SOUTHWEST MISSOURI STATE UNIVERSITY, Springfield, Missouri, the sum of One Million Two Hundred Thousand Dollars ($1,200,000.00) as an endowment to be used for the establishment and maintenance of the "John Q. Hammons Scholarship Fund," the income from which shall be used to provide four scholarships each year in the amount of Fifteen Thousand Dollars ($15,000.00) each. The scholarships shall be awarded to a student from the freshman class, sophomore class, junior class and senior class who are enrolled at Southwest Missouri State University and who are, in the opinion of the President of the University and the respective Deans of the schools or departments in which the selected students are pursuing their majors, meritorious students in need of financial assistance. The recipients shall be the "John Q. Hammons Scholars." In selecting the John Q. Hammons Scholars each year, consideration should be given to students who are majoring or concentrating in the areas of Hotel-Restaurant Management, Finance, Economics or Business Administration; provided, that, in the event there shall in any year be no student from a respective class studying in one of the foregoing disciplines who is considered to be deserving of the John Q. Hammons Scholarship, then the scholarship shall be awarded to a student from another discipline who has shown exceptional academic achievement in such discipline. Periodically, subject to the discretion of the President of the University and the University Endowment Committee, the amount of the annual scholarship shall be increased to compensate for inflation and escalating tuition and school expenses; however, the increase in the amount of the annual scholarship shall not exceed ten percent (10%) over any three year period.

2. To ST. JOHN'S REGIONAL HEALTH CENTER, Springfield, Missouri, a Missouri not-for-profit-corporation:

(a) for support of the "Hammons Life Line" that amount of money which is equivalent to the difference, if any, between the sum of Nine Hundred

Thousand Dollars ($900,000.00) and the aggregate amount of the donations made by Grantor during his lifetime to St. John's Regional Health Center pursuant to the Agreement, dated as of the 15th day of January, 1984, that were designated for the use of the "Hammons Life Line" in the acquisition of the helicopter and other equipment utilized for the operations of its air ambulance service, and the sum of One Million Dollars ($1,000,000.00) to assist in the operation of the "Hammons Life Line," if it is still referred to by that name at the time of Grantor's death and St. John's Regional Health Center agrees, at the time of the gift, to retain that name for at least ten (10) additional years, and

(b) for the advancement and support of the programs and operations of the "Hammons Heart Institute," that amount of money which is equivalent to the difference between the sum of Two Million Dollars ($2,000,000.00) and the aggregate amount of those donations made by Grantor to said St. John's Regional Health Center during his lifetime that were designated for the "Hammons Heart Institute."

3. To DRURY COLLEGE, Springfield, Missouri:

(a) that amount of money which is required, over and above the cash reserve fund and any other funds then available to Drury College that were derived by it from the sale of the Variable Rate Demand Educational Facilities Revenue Bonds (Drury College), Series 1996A issued by the Health and Educational Facilities Authority of the State of Missouri (the "Project Bonds") for the acquisition and construction by Drury College of its School of Architecture Building (which has been named "The John Q. Hammons School of Architecture"), for the payment and retirement of the balance of Two Million Six Hundred Ninety Thousand ($2,690,000.00) of the Project Bonds then outstanding, including interest thereon to the date of payment of this bequest, in accordance with the Amended and Restated Donation Agreement and the Reimbursement Agreement dated August 21, 1996,

(b) that amount of money annually which is necessary to pay the annual interest due subsequent to the Grantor's death on the principal amount of One Million Dollars ($1,000,000.00) of bonds for the Trustee Science Center at Drury College, based upon a twenty-five (25) year amortization, which is estimated to be Seventy-Five Thousand Dollars ($75,000.00) annually,

(c) that sum of money which is equivalent to the difference, if any, between One Million Dollars ($1,000,000.00) and the aggregate amount of the contribution made by Grantor during his lifetime to Drury College designated by Grantor for payment of principal of Trustee Science Center at Drury College bonds, and

(d) the sum of One Million Two Hundred Thousand Dollars ($1,200,000.00) as an endowment to be used for the establishment and maintenance of the "John Q. Hammons Scholarship Fund," the income from which shall be used to provide four scholarships each year in the amount of Fifteen Thousand Dollars ($15,000.00) each. The scholarships shall be awarded to a student from the freshman

class, sophomore class, junior class and senior class who are enrolled at Drury College and who are, in the opinion of the President of the College and the respective Deans of the departments in which the selected students are pursuing their majors, meritorious students in need of financial assistance. In selecting the "John Q. Hammons Scholars " each year, consideration should be given to students who are majoring or concentrating in the areas of Hotel-Restaurant Management, Finance, Economics or Business Administration; provided, that, in the event there shall in any year be no student from a respective class studying in one of the foregoing disciplines who is considered to be deserving of the John Q. Hammons Scholarship, then the scholarship shall be awarded to a student from another discipline who has shown exceptional academic achievement in such discipline. Periodically, subject to the discretion of the President of the College and the College Endowment Committee, the amount of the annual scholarship shall be increased to compensate for inflation and escalating tuition and school expenses; however, the increase in the amount of the annual scholarship shall not exceed ten percent (10%) over any three year period.

4. To COLLEGE OF THE OZARKS, Point Lookout, Missouri, the sum of One Million Two Hundred Thousand Dollars ($1,200,000.00) as an endowment to be used for the establishment and maintenance of the "John Q. Hammons Scholarship Fund," the income from which shall be used to provide four scholarships each year in the amount of Fifteen Thousand Dollars ($15,000.00) each. The scholarships shall be awarded to a student from the freshman class, sophomore class, junior class and senior class who are enrolled at College of the Ozarks and who are, in the opinion of the President of the College and the respective Deans of the departments in which the selected students are pursuing their majors, meritorious students in need of financial assistance. In selecting the "John Q. Hammons Scholars" each year, consideration should be given to students who are majoring or concentrating in the areas of Hotel-Restaurant Management, Finance, Economics or Business Administration; provided, that, in the event there shall in any year be no student from a respective class studying in one of the foregoing disciplines who is considered to be deserving of the John Q. Hammons Scholarship, then the scholarship shall be awarded to a student from another discipline who has shown exceptional academic achievement in such discipline. Periodically, subject to the discretion of the President of the College and the College Endowment Committee, the amount of the annual scholarship shall be increased to compensate for inflation and escalating tuition and school expenses; however, the increase in the amount of the annual scholarship shall not exceed ten percent (10%) over any three year period.

5. To the FIRST BAPTIST CHURCH of Fairview, Missouri, as a memorial to Grantor's father and mother, James O. Hammons and Hortense Bass Hammons, the sum of Twenty-Five Thousand Dollars ($25,000.00).

6. To the CITY OF FAIRVIEW, MISSOURI, for the establishment of an endowment fund to be used for the operation and maintenance of the John Q. Hammons Community Center, the sum of One Hundred Thousand Dollars ($100,000.00).

7. To the appropriate persons or entity, as determined by the Trustees, for the upkeep, maintenance and expansion of the DICE CEMETERY, west of Fairview, Missouri, the sum of Twenty-Five Thousand Dollars ($25,000.00).

8. To SPRINGFIELD LITTLE THEATRE, INC., SPRINGFIELD REGIONAL OPERA, SPRINGFIELD SYMPHONY ASSOCIATION, and SPRINGFIELD BALLET COMPANY, all of Springfield, Missouri, that amount of money which is equivalent to the difference, if any, between Two Hundred Thousand Dollars ($200,000.00) and the aggregate amount of the contributions made by Grantor during his lifetime to such organizations, this bequest to be divided equally between them. It is the Grantor's intent that after taking into account the aggregate amount of contributions made to these organizations during his lifetime, that each of the named organizations receive equal distributions, in the aggregate.

9. To OZARKS PUBLIC TELECOMMUNICATIONS, INC., of Springfield, Missouri ("Public TV"):

(a) the amount of money that is equivalent to the difference between the sum of Seven Hundred Fifty Thousand Dollars ($750,000.00) and the aggregate amount of those donations made by Grantor to Public TV, subsequent to December 28, 1989, designated by Grantor as "challenge grant", to be used by Public TV for the establishment of a perpetual endowment fund, to be designated as the "John Q. Hammons Memorial Fund," the net income of which shall be used for the expansion, development, maintenance and operation of KOZK Channel 21 and KOZJ Channel 26, and/or other channels which shall be assigned to it, as a public television service to the people of Southwest Missouri and surrounding area, and

(b) the amount of money that is equivalent to the difference between the sum of Two Hundred Fifty Thousand Dollars ($250,000.00) and the aggregate amount of those donations made by Grantor to Public TV, subsequent to January 25, 1993, designated by Grantor as "challenge grant" pursuant to Grantor's letter to Public TV dated January 25, 1993.

10. To THE SPRINGFIELD PUBLIC SCHOOLS FOUNDATION of Springfield, Missouri, that amount of money which is equivalent to the difference between the sum of One Million Dollars ($1,000,000.00) and the aggregate amount of those donations made by Grantor to THE SPRINGFIELD PUBLIC SCHOOLS FOUNDATION during his lifetime which were designated as "challenge grants" pledged pursuant to a letter from Grantor to THE SPRINGFIELD PUBLIC SCHOOLS FOUNDATION dated May 18, 1992.

11. To OZARKS TECHNICAL COMMUNITY COLLEGE of Springfield, Missouri, that amount of money which is equivalent to the difference between the sum of Two Hundred Fifty Thousand Dollars ($250,000.00) and the aggregate amount of those donations made by Grantor to OZARKS TECHNICAL COMMUNITY COLLEGE during his lifetime for the construction of a fountain along Chestnut Expressway.

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REDACTED

C. Marital Trust. If Grantor's wife, JUANITA K. HAMMONS, shall survive Grantor for a period of One Hundred Fifty (150) days following the date of his death, the Successor Trustees, namely, WILLIAM J. HART, of Springfield, Missouri, DANIEL L. EARLY, of Cincinnati, Ohio, and JACQUELINE A. DOWDY, of Springfield, Missouri, or their successors in trust, shall then divide the remaining Trust Estate into two portions to be designated the "MARITAL TRUST" and the "CHARITABLE TRUST", and shall hold and administer each of them as a separate trust in accordance with the provisions of this Trust Agreement. One-half (1/2) of all the rest, residue and remainder of the Trust Estate, real, personal and mixed, of whatsoever kind or nature and wheresoever located, shall be allocated to the MARITAL TRUST. The Successor Trustees are specifically authorized to fund these trusts in cash or in kind, or partly in cash and partly in kind, in the sole and absolute discretion of the successor Trustee; provided that (1) only assets qualifying for the marital deduction for Federal estate tax purposes are allocated to the Marital Trust and (2) all property so allocated shall be distributed to the trusts at fair market values current at the date(s) of the distribution(s), wholly or

partially in cash or in kind. The marital deduction trust shall be known as the "MARITAL TRUST" and shall be held, administered and disposed of as follows:

1. Distribution of Income. The Successor Trustees shall pay to the Grantor's wife, JUANITA K. HAMMONS, for life, all of the income of the MARITAL TRUST, in regular monthly or other convenient installments, but at least quarter-annually. From time to time, Grantor's wife, JUANITA K. HAMMONS, may request the Successor Trustees to not distribute all or a portion of the income of the MARITAL TRUST to her, and that request by Grantor's wife shall be revocable by her at any time. Any undistributed income shall be accumulated; provided, however, that undistributed income shall be subject to the power of appointment granted to Grantor's wife in subparagraph (3) below. The word "income" as used herein, shall have the same meaning as that word has for marital deduction purposes under the federal estate tax laws in effect at the Grantor's death.

2. Distribution of Principal. The Successor Trustees shall distribute to the Grantor's wife, JUANITA K. HAMMONS, from time to time, those amounts of the principal of the MARITAL TRUST as necessary to provide for her health, maintenance and/or support. In making those distributions, the Successor Trustees shall take into consideration all other sources of support which the Grantor's wife may have to the knowledge of the Successor Trustees. It is the Grantor's desire that Grantor's wife be able to live in a manner which shall be consistent with her accustomed manner of living.

3. Distribution Upon Death of Grantor's Wife. Upon the death of the Grantor's wife, JUANITA K. HAMMONS, the MARITAL TRUST shall be distributed as follows:

(a) The Grantor's wife shall have the power to appoint all or any portion of the accrued and undistributed income of the MARITAL TRUST to such one or more persons or entities (including the estate of the Grantor's wife), in such portions, amounts and manner, as she may appoint by a Will or other written document, signed and acknowledged, which specifically refers to this power of appointment. If or to the extent this power of appointment is not effectively exercised, the income shall be distributed in the same manner as the principal of the MARITAL TRUST.

(b) The rest of the MARITAL TRUST shall be added to the CHARITABLE TRUST, provided for in Paragraph D of this Article below, and the Successor Trustees shall hold, administer and manage it under the provisions of and as part of the CHARITABLE TRUST during the term of that Trust for the benefit of the respective beneficiaries thereof, with the net income therefrom to be paid and the principal to be distributed to those beneficiaries, for the same purposes, in the same proportions, and in the same manner as is hereafter provided in Paragraph D of this Article.

4. Intent to Quality for Marital Deduction. It is the Grantor's intent that this Marital Trust and any distribution made to this Trust shall fully qualify for the allowance of a marital deduction to the Grantor's estate for federal estate tax purposes. Therefore, all

provisions of this Trust Agreement, including those granting powers of management and control of trust assets to the Successor Trustees, shall be construed and administered so as to carry out this intent, and any provision inconsistent with this intent shall be void. No power or discretion granted to the Successor Trustees or to any other person shall be exercised or exercisable with respect to this Marital Trust except in a manner consistent with this intent. Specifically, no provision of this Trust Agreement shall be deemed in any manner to (a) limit the right of the Grantor's wife to receive, or have used and applied for the exclusive benefit of the Grantor's wife, the entire income of this Marital Trust, currently, so long as the Grantor's wife shall live, (b) diminish or restrict the absolute power of the Grantor's wife to exercise, alone and in all events, the general testamentary power of appointment over the accrued but undistributed income of the Marital Trust, or (c) during the lifetime of the Grantor's wife, allow any person, including the Grantor's wife, to appoint any part of the Marital Trust to any person other than the Grantor's wife.

5. Conversion of Unproductive Property. If, at any time during the life of the Grantor's wife, the Marital Trust contains any assets which are unproductive of income, the Grantor's wife shall have the right, by written instrument delivered to the Successor Trustees, to require the Successor Trustees of the Marital Trust to dispose of that property and to reinvest the proceeds in productive property.

6. Division of Trust Estate Due to Partial Election. If the Grantor's Personal Representative determines to make a partial election under Section 2056(b)(7) of the Internal Revenue Code with respect to the gift to this Marital Trust, and if Treasury Regulations promulgated under that Code section shall permit the action contemplated by this provision without adversely affecting the deductibility of the gift to this trust for marital deduction purposes, then the Trustee, in the Trustee's sole discretion, may divide the trust estate into two separate and independent trust estates to be designated as the Marital Trust and the Non-Marital Trust. The dispositive, administrative and other provisions of each of the separate and independent trusts shall be identical to the provisions of the Marital Trust under this Article. This division shall be made with those formalities and in a manner as will comply with the requirements of the applicable Treasury Regulations. If the Treasury Regulations do not prescribe any formalities for the division, the Trustee shall execute an appropriate instrument specifying the facts and the manner of the division and shall file the instrument in the Probate Court or other court having jurisdiction over the Grantor's estate or, if it is not possible or practical to file the instrument in the Probate Court or other court, the Trustee shall deliver the instrument to the Grantor's spouse. A division of the trust estate under this Paragraph shall be made only if, as a result of the division, all of the assets of the Marital Trust under this Paragraph and none of the assets of the Non-Marital Trust under this Paragraph will be subject to the provisions of Sections 2044 and 2519 of the Internal Revenue Code. If the trust estate is so divided, all distributions which may have been made prior to the division shall be charged against the portion which, as a result of the partial election, will qualify for the federal estate tax marital deduction. It is the Grantor's expectation that no distribution of principal should be made to the Grantor's spouse from the non-marital portion (prior to any division of the trust estate) or from the Non-Marital Trust (after the trust has been divided) until all of the marital portion or the trust estate of the Marital Trust has been exhausted.

D. Charitable Trust. The remaining one-half (1/2) of the rest, residue and remainder of the Grantor's Trust Estate shall be allocated to the CHARITABLE TRUST and shall be held, administered and disposed of as follows:

1. Distributions of Principal and Income. The Successor Trustees shall pay over to the tax exempt organizations listed on Schedule A, which the Grantor shall execute and attach to this Trust Agreement from time to time, all of the net income of the CHARITABLE TRUST, at least annually, in pro rata portions taking into account the principal amount and/or percentage designated to be received by each of the tax exempt organizations upon termination of the CHARITABLE TRUST. Each time the Grantor executes a Schedule A, it shall be deemed to be an amendment to this Trust Agreement, incorporated into this subparagraph by reference on the date it is executed, and the Successor Trustees shall make the distributions in accordance with that Schedule A. Furthermore, the Successor Trustee shall pay over to the tax exempt organizations listed on Exhibit A principal distributions from the trust estate, in pro rata portions taking into account the principal amount and/or percentage designated to be received by each of the tax exempt organizations upon termination of the CHARITABLE TRUST, at those times, in the manner and in the amounts as to avoid the imposition of a tax under Section 4942 of the Code.

2. Purpose and Charitable Intent. The trust estate of the CHARITABLE TRUST shall be administered and distributed exclusively for religious, charitable, scientific, literary and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended (hereinafter called the "Code"). In the event any of the organizations listed on Schedule A are not then in existence or any distribution to an organization would not qualify as a distribution to an exempt organization described in Section 170(c), Section 2522(a) or (b), and Section 2055(a) of the Code, gifts to which would be deductible for Federal income, gift and estate tax purposes, the Successor Trustees shall distribute that designated principal and accumulated income to the other organizations listed on Schedule A then so qualifying as exempt organizations, in those amounts as the Successor Trustees shall determine. In the event none of the organizations listed on Schedule A are then in existence or are then exempt organizations described in Section 170(c), Section 2522(a) or (b), and Section 2055(a) of the Code, gifts to which would be deductible for Federal income, gift and estate tax purposes, or if the Grantor fails to execute and attach to this Trust Agreement a Schedule A, the Successor Trustees shall distribute the principal and accumulated income of the CHARITABLE TRUST to one or more exempt organizations as described in Section 170(c), Section 2522(a) or (b), and Section 2055(a) of the Code, gifts to which would be deductible for Federal income, gift and estate tax purposes, as the members of the Trust Committee established in Article IV shall, in their sole discretion, select as most nearly meeting the Grantor's charitable desires and in those amounts as they shall determine.

3. Perpetual Term. The Charitable Trust shall continue indefinitely and shall terminate only when the Successor Trustees, in their sole and absolute discretion, determine it necessary to terminate the CHARITABLE TRUST. Upon the termination of the CHARITABLE TRUST, the Successor Trustees shall pay all of its debts and obligations incurred in the administration of the CHARITABLE TRUST which are then due and payable, and shall then distribute the remaining principal and accumulated net income of the CHARITABLE

TRUST to the tax exempt organizations in those amounts and/or percentages as listed on Schedule A. Any trust assets not so disposed of shall be disposed of by the Court having jurisdiction over the CHARITABLE TRUST in the county in which the principal office of the CHARITABLE TRUST is then located, exclusively for those purposes or to those organization or organizations, as the Court shall determine, which are organized and operated exclusively for those purposes.

4. Restriction on Use. No part of the net earnings of the trust estate of the CHARITABLE TRUST shall ever inure to the benefit of any private person. Furthermore, no substantial part of the activities of the CHARITABLE TRUST shall involve carrying on propaganda, or otherwise attempting, to influence legislation. The CHARITABLE TRUST shall not participate in or intervene in any political campaign on behalf of any candidate for public office (including the publishing or distributing of statements).

5. Authorization to Form Corporation. If at any time the Successor Trustees of the CHARITABLE TRUST determines that any part or all of the trust estate would be better or more conveniently administered in corporate form, or that incorporation of any part or all of the trust estate of the CHARITABLE TRUST would more conveniently or efficiently accomplish all or any of the purposes of the CHARITABLE TRUST as stated herein, then the Trustee may cause a corporation to be formed, bearing the name of the Grantor or any other appropriate name selected by the Successor Trustees and with those corporate powers and purposes (within the purposes of the CHARITABLE TRUST) as shall, in the Successor Trustee's judgment, be necessary or desirable to carry out the provisions of this Paragraph D. After a corporation has qualified as an organization exempt from taxation under the federal income tax laws then in effect, the Successor Trustees shall convey to that corporation that part or all of the trust estate of the CHARITABLE TRUST as the Successor Trustees shall determine. If a corporation is formed to administer any part or all of the CHARITABLE TRUST, the Successor Trustees then acting, and/or another person or persons as the Successor Trustees may designate, shall become incorporators and directors of the corporation, and the directors shall have all the powers given to the Successor Trustees under this Trust Agreement.

6. Statement of Intent. It is the Grantor's intent that (1) the CHARITABLE TRUST shall be exempt from federal income tax and (2) any gift to this CHARITABLE TRUST (including distributions from a decedent's estate or from any other trust) shall qualify for a charitable deduction under the applicable provisions of the Code. Any questions applicable to the CHARITABLE TRUST shall be resolved accordingly. No powers or discretion of the Successor Trustees with respect to the CHARITABLE TRUST shall be exercised or exercisable except in a manner consistent with this intent.

7. Limitation. Notwithstanding anything herein contained to the contrary, no Successor Trustee of the CHARITABLE TRUST shall (1) engage in any act of self-dealing as defined in Section 4941(d) of the Code, (2) retain any excess business holdings as defined in Section 4943(c) of the Code, (3) make any investments which jeopardize the carrying out of the purpose of the CHARITABLE TRUST as described in Section 4944 of the Code, or (4) make any taxable expenditure as defined in Section 4945(d) of the Code.

E. Grantor Not Survived by Spouse. In the event the Grantor's wife, JUANITA K. HAMMONS, does not survive the Grantor as herebefore provided, all of the rest, residue and remainder of Grantor's Trust Estate shall be allocated to the CHARITABLE TRUST and shall be held, administered and disposed of as provided in Paragraph D of this Article II.

ARTICLE III
TRUST COMMITTEE

There is hereby established a Trust Committee which shall have the powers hereinafter granted in this ARTICLE III.

A. The initial Trust Committee shall consist of the following individuals: WILLIAM J. HART, of Springfield, Missouri, JACQUELINE A. DOWDY, of Springfield, Missouri, and JOHN J. SLABACH, of Cincinnati, Ohio.

B. The Grantor reserves the right to resign as Trustee, to remove the Successor Trustees named herein, and to appoint any individual(s) and/or financial institution(s) as the Successor Trustees. After the Grantor's death, or in the event he is no longer acting as the Trustee, the Trust Committee shall have the power to remove any of the Successor Trustees herein named and any other Successor Trustee appointed hereunder. The Trust Committee also shall have the power to appoint Successor Trustees to replace those removed, which power shall be exercised without undue delay. The Trust Committee shall act in its sole discretion in taking any action authorized in this paragraph and shall act by a majority of the members then serving. Any removal and appointment of any Trustee by the Trust Committee shall be by written instrument duly executed and acknowledged by a majority of the Trust Committee members then serving and by the newly appointed Trustee in proper form for recording in the office of the Recorder of Deeds of Greene County, Missouri. A member of the Trust Committee, or one of the other Successor Trustees then serving shall deliver a copy of the instrument to the Successor Trustee being removed, which delivery shall deprive immediately that Successor Trustee of all powers hereunder, except those powers appropriate to the administration of the Trust Estate during the time required for the transfer of the trust assets. No purchaser from, or other persons dealing with, any Successor Trustee hereunder is obligated to examine deed records, and any person acting in good faith shall be protected in all transactions with any Successor Trustee being removed hereunder, whether or not any replacement has taken place.

C. If, through any Trust Committee member's ceasing or failing to serve, the membership of the Trust Committee shall be reduced to less than three (3) individuals, the remaining members shall appoint by unanimous vote a sufficient number of persons to bring the total membership to three (3) individuals. Any person may be reappointed to serve as a member of the Trust Committee.

D. In carrying out its duties, the Trust Committee shall act in a fiduciary capacity but shall not be required to furnish bond. Each member of the Trust Committee shall be entitled to reimbursement for any out-of-pocket expenses incurred in the performance of that member's duties. No member of the Trust Committee shall be entitled to compensation as a member unless the member is a licensed attorney or certified public accountant and is not

serving as a Successor Trustee; and, in that event, shall be compensated for services on the basis of that member's customary charges for legal or accounting services.

E. Neither the Trust Committee nor any member thereof, as a member of the Trust Committee, shall have any power to establish or alter the beneficial enjoyment of principal or income of the Trust Estate or any trust created or authorized in this Trust Agreement.

ARTICLE IV
SUCCESSOR TRUSTEES

A. Any Successor Trustee who resigns shall do so by delivering written notice of their resignation to the other Successor Trustees, to the members of the Trust Committee, and to each of the beneficiaries then entitled to receive any income of the Trust Estate, and by executing a written instrument duly acknowledged in proper form for recording in the office of the Recorder of Deeds of Greene County, Missouri, which delivery shall deprive immediately such resigning Successor Trustee of all powers hereunder, except those powers appropriate to the administration of the Trust Estate during the time required for the transfer of the trust assets. No purchaser from, or other person dealing with, any resigning Successor Trustee hereunder is obligated to examine deed records and any person acting in good faith shall be protected in all transactions with any resigning Trustee hereunder.

B. Except as otherwise limited by this Article, a Trustee, Co-Trustee or successor appointed under this Article may be an individual experienced in business and financial matters, or a bank or trust company having net assets under management in excess of One Billion Dollars ($1,000,000,000) at the time of appointment. However, nothing in this Paragraph shall limit the power of the Grantor to appoint any individual, bank or trust company as Co-Trustee or successor Trustee.

C. A person serving as Trustee shall be deemed to have failed, declined or ceased to serve as Trustee in the event of the death, resignation, removal, or disability of that person. Disability of a Trustee shall mean a person whose ability to receive and evaluate information effectively, or to communicate decisions, or both, is impaired to an extent that the person cannot exercise a reasonable degree of care with regard to the duties of Trustee, or who cannot take any requisite actions due to involuntary detention or disappearance. An involuntary detention or disappearance of the Trustee shall be determined by an affidavit of at least two persons with that knowledge. The disability of a Trustee shall be determined by that person's regular attending physician or physicians; or if none, by any physician who has examined or treated that person for the mental or physical condition causing the incapacity or disability. A written report signed by that physician or physicians stating that the Trustee is disabled under the foregoing definition shall act as sufficient evidence as to that person's disability.

D. A majority decision of the then acting Co-Trustees of any trust estate shall be the decision of all of the then acting Co-Trustees, and shall bind that trust estate as fully as though it had been a unanimous decision of the Co-Trustees. However, any Co-Trustee not consenting to that majority decision shall incur no liability for, nor have any responsibility for, any action taken or omitted to be taken as a result of any majority decision.

E. No person dealing with the Trustee shall be obligated to see to the application of any money, securities or other property paid or delivered to the Trustee, nor to inquire into the authority of the Trustee to enter into and consummate any transaction or take any other action.

F. No Trustee shall be liable for any mistake in judgment in the making or retaining of investments, or any other decision made by the Trustee, so long as any decision is made in good faith.

G. The liability of the Trustee as a general partner in any specific partnership shall be limited to the assets which comprise the trust estate; and (1) the partnership, the other partners, all parties owning an interest in the partnership and all parties dealing with the partnership shall look solely to the trust estate for the payment of all claims, indebtedness and liability of the partners or the partnership and for the performance of any covenant or obligation, express or implied, of the partners or the partnership, (2) neither the Trustee nor the beneficiaries of the trust estate shall be liable for the debts, claims and liabilities of the partners or partnership or for the performance by the partners or partnership of any covenants or obligations except to the extent of the trust estate, and (3) the Trustee and the beneficiaries shall have no personal liability of any kind in connection with any partnership and shall be indemnified by the trust estate to the extent any liability in connection with a partnership is imposed.

H. No Trustee shall have any liability for the acts or omissions to act of any predecessor fiduciary, and in accepting the trust estate, no Trustee shall have any obligation to audit the accounts of any predecessor fiduciary. No Trustee shall be entitled to any acceptance fee or other additional compensation for auditing or investigating the accounts of any predecessor fiduciary.

I. Any individual acting as Trustee of any trust under this Trust Agreement shall be indemnified and reimbursed from the trust estate for any loss, damage, liability or expense incurred or sustained by that Trustee, in an individual or fiduciary capacity, by reason of any act or failure to act of that Trustee for or on behalf of and in furtherance of the trust. However, the protection provided by this paragraph shall not apply to any loss, damage, liability or expense incurred or sustained by reason of gross negligence or willful malfeasance of the Trustee.

ARTICLE V
TRUSTEE'S POWERS

Grantor does hereby vest in the Trustee the following powers, duties and discretions, in addition to any conferred by law, which shall also vest upon the resignation, incompetency or incapacity of Grantor, as provided in ARTICLE II above, in the Successor Trustees and their successors in trust, and shall be applicable to each of the trusts created herein, except as otherwise expressly provided herein, to the same extent as if set forth under each of the trusts:

A. All of the income received by the Trustee in the investment or reinvestment, management, operation and control of the trusts remaining after the payment of taxes and expenses incurred in the management, operation and control thereof, is hereby defined to be and is herein called "net income."

B. The Trustee shall hold, possess, manage, and control the Trust Estate and every part thereof with full power to sell, transfer, convey and dispose of all or any part thereof upon those terms and in any manner and for those prices as to the Trustee seems meet and proper.

C. The Successor Trustees may assign undivided interests in the trust property to the MARITAL TRUST and the CHARITABLE TRUST. The Successor Trustees are also specifically authorized to allocate and make distribution of assets to the separate trusts on a non-pro rata basis so long as values represent the proper amount, as more particularly set forth above in Paragraph 2 of ARTICLE II. Subject to the limitations herein set forth, Grantor authorizes the Successor Trustees to continue to hold securities, real estate and other investments which Grantor may own at the time of his death or disability, without consideration to the diversification of assets and without regard to the proportion any of the securities, real estate and investments may bear to the entire amount of the Trust Estate, so long as they are not or do not become unproductive beyond a reasonable time, and irrespective of whether they are of the class or kind of securities now or hereafter ordinarily approved or held to be lawful for the investment of trust funds; provided, however, that the Successor Trustees may sell or otherwise dispose of any investments if, in their sole discretion to do so would be in the best interest of the trusts, and Grantor hereby expressly exonerates the Successor Trustees from any responsibility for any loss resulting from the retention of any securities, real estate and other investments.

D. Subject to the limitations and prohibitions of law and those set forth in this Trust Agreement, Grantor gives and grants unto the Trustee full power and authority to invest or reinvest all or any part of the Trust Estate which may come into the Trustee's hands in the manner and in any real estate, or interests therein, or securities, including corporation stocks, common or preferred, or other evidence of corporate ownership or participation, bonds, notes, debentures or other property, real or personal, of a class or kind now or hereafter held to be lawful or legal in the investment of trust funds, upon those terms and for any length of time as the Trustee, in the Trustee's discretion, shall deem for the best interest of the Trust Estate, it being intended hereby to vest in the Trustee full power and complete authority to hold, possess, manage, control, sell, convey, encumber or lease the real estate for any term although extending beyond the term of the trusts, and to invest and reinvest the whole and every part of the Trust Estate according to the Trustee's sole judgment and discretion without any other limitation upon the Trustee's power and authority so to do, except that, after Grantor's death, and during the lifetime of Grantor's wife, JUANITA K. HAMMONS, the Successor Trustees shall not, without her consent, retain beyond a reasonable time any property in the MARITAL TRUST which may be or become unproductive or invest in unproductive property, and except as otherwise provided herein.

E. The Trustee shall make the determination as to whether any money or any property coming into the hands of the Trustee shall be considered a part of the principal or

income of the Trust Estate in accordance with the laws of the State of Missouri then in force and effect, and the apportionment of any loss or expenditure between principal and income of the Trust Estate shall likewise be determined in accordance with the laws of the State of Missouri then in force and effect. In no event, whether or not Grantor's wife is living, shall any capital gains distribution of any mutual fund held by the Trust Estate be treated as income, but all those distributions shall be treated as principal.

F. Subject to the limitations set forth herein, every action taken by the Trustee pursuant to the foregoing powers or any decision made by the Trustee in the exercise of the discretion herein given to the Trustee shall be conclusive and binding upon all persons concerned herein. Likewise, the Trustee shall have the right to enforce any bonds, mortgages or other obligations or liens held by the Trust Estate; to take a conveyance in the name of the Trustee of property in satisfaction of or payment on those obligations; to enter into contracts and agreements, and to make any compromise or settlement of debts, claims or controversies as the Trustee may deem necessary or advisable; to submit to arbitration any matter or difference; to vote personally or by proxy any share of stock which may, at any time, be held by the Trustee hereunder; and similarly to exercise by attorney any rights appurtenant to any securities or property at any time held by the Trust Estate. Further, the Trustee shall have the power to borrow money, from time to time, in those amounts, upon those terms, from those persons, and for those purposes as the Trustee, with absolute discretion, may deem appropriate, whether or not that borrowing is for trust purposes; to guarantee or co-sign any indebtedness incurred by Grantor, whether or not for trust purposes; to make, execute and deliver notes, bonds, debentures, guarantees, or any other evidences of indebtedness, secured or unsecured, with those maturities within or beyond the duration of the Trust Estate and with that rate or rates of interest and upon any other terms and conditions as the Trustee, with absolute discretion, may determine; and to pledge, mortgage, assign or grant a security interest or lien in any trust assets to secure any indebtedness, whether or not the granting of any security interest or lien is for a trust purpose, or is for the purpose of the protection, preservation or improvement of the Trust Estate. Further, the Trustee shall have the power to effectuate public offerings with respect to all or any portion of the trust assets, upon those terms and conditions as the Trustee, in his discretion, may deem appropriate. This power shall include, but shall not be limited to, preparation and filing of registration restatements with federal and state authorities, the execution of agreements with underwriters and brokers, the appointment of registrars and transfer agents, and the issuance of securities.

G. The Trustee shall have the power to consent to the reorganization, consolidation, merger, liquidation, readjustment of or other change, in any corporation, company or association, or to the sale or lease of the property thereof, or any part thereof, and to act or exercise any powers with reference to any securities or property held by the Trust Estate that may be legally exercised by any person owning similar property in his own right, including the exercise of conversion, subscription, purchase or other options, the disposition or exchange of securities, the entrance into voting trusts, and the making of agreements and subscriptions which the Trustee may deem necessary or advisable in connection therewith. The Trustee shall have the power to cause to be registered in the Trustee's own name, without qualification or description, or in the Trustee's name as Trustee hereunder, or in the name of the Trustee's

nominees, without qualification or description, any securities at any time held in Grantor's estate or in the trusts hereby created.

H. The Trustee shall have the power to carry out agreements made by Grantor and to continue, operate, and control any businesses which are held in the Trust Estate. The Trustee shall have the power to establish reserves for depreciation where depreciation is applicable, and to make adjustments as between income and principal in connection with any losses suffered by Grantor's Trust Estate.

I. The Successor Trustees may freely act under all or any of the powers given to the Trustee in all matters concerning the Trust Estate and the trusts hereby established, after forming a judgment based upon the circumstances of any particular situation, without the necessity of obtaining the consent or permission of any person interested therein, except as hereinabove provided, or the consent or approval of any court, and the devises and bequests made in this Trust Agreement have been so made in contemplation of that freedom of judgment and action. The Successor Trustees shall also have the power to make any division or distribution required under the terms of this Agreement, in kind or in money, or partly in kind and partly in money, so long as the values of non-pro rata allocations and distributions represent the proper amounts, as provided in Paragraph 3 of ARTICLE II above, and the division thereof shall be conclusive on all parties. Grantor expressly authorizes the Successor Trustees to sell assets of the MARITAL TRUST to Grantor's Wife.

J. Grantor expressly authorizes and empowers the Successor Trustees to borrow from anyone, at the prevailing rate of interest, for the protection of trust property or to avoid loss which might result from immediate liquidation, or for a similar purpose, as the Successor Trustees may deem necessary or advisable in the administration of the Trust Estate, and Grantor further authorizes and empowers the Successor Trustees to hold, mortgage, or otherwise pledge trust property as security for the repayment of those loans; provided, however, that no principal of the MARITAL TRUST shall be pledged, encumbered, or anywise charged with the payment of that indebtedness unless the consent of Grantor's wife, JUANITA K. HAMMONS, is first obtained in writing before incurring that indebtedness and the repayment of that indebtedness comes from depreciation reserves established by the Successor Trustees.

K. Grantor expressly authorizes the Successor Trustees to operate any business in which Grantor may be engaged at the time of his resignation, death, or incapacity as hereinbefore provided, and which are a part of the Trust Estate, in order to accomplish an orderly disposition of that business over the period of the trust in the best interest of the beneficiaries thereof, and to do all things necessary in connection with the operation and conduct of that business or businesses so long as the Successor Trustees shall consider it advisable to continue the operation and conduct thereof. Grantor leaves it entirely to the discretion of the Successor Trustees to determine the degree of their active participation in the management of that business or businesses over which the Successor Trustees shall have power of discretion, control or supervision, and Grantor authorizes the Successor Trustees to delegate all or any part of the Successor Trustees' powers to supervise, manage or operate to those persons as they may select, including any directors, officers or employees of that businesses.

L. Subject to the limitations and prohibitions of law and those set forth in this Trust Agreement, the Successor Trustees shall have the following powers which, in addition to any hereinabove granted (the applicability of which to the businesses Grantor hereby confirms), the Successor Trustees may exercise in their absolute discretion with respect to those businesses:

1. To engage, compensate and discharge any directors, officers, managers, employees, agents, attorneys, accountants, architects, engineers, consultants or other representatives as the Successor Trustees deem advisable; Grantor expressly authorizes the Successor Trustees, in their discretion, to make incentive payments to managers and employees, including, but not limited to, stock options, bonuses, profit-sharings, pensions and premiums on life insurance policies.

2. To invest or employ in any businesses, or utilize as collateral for loans to any businesses, those other assets of the Trust Estate as the Successor Trustees deem advisable, subject to limitations above.

3. With respect to any businesses which are incorporated the Successor Trustees shall be entitled to treat the corporations as entities separate from the Trust Estate. In any accounting by the Successor Trustees it shall be sufficient if they report the earnings and conditions of the businesses in a manner conforming to generally accepted accounting principles, and what is income and what is principal shall be determined under Missouri Law. Standard practices observed in the management of business corporations of like character may be adopted by the corporations, through action of their directors, and allocations made in pursuance thereof shall be binding upon the Successor Trustees.

4. To sell, dissolve, reorganize or liquidate all or any part of Grantor's businesses at those times, for those prices, on those terms, and to those persons as the Successor Trustees may determine to be for the best interests of the beneficiaries of the trusts.

5. Grantor authorizes the Successor Trustees to exercise any of the powers and rights herein granted in conjunction with anyone who may also have an interest in any businesses.

6. The Successor Trustees are empowered to enlarge, diminish or change the scope or nature of the activities of the businesses, as may be deemed necessary to serve the best interests of the beneficiaries of the Trust Estate.

7. Subject to both the limitations and prohibitions imposed by law and those set forth herein, Grantor authorizes the Successor Trustees to exercise with respect to the retention, continuance and disposition of any businesses all of the rights and powers which Grantor would have were he alive at the time of the exercise.

8. Being aware of the fact that, in operating any business, risks must be taken, Grantor hereby releases the Successor Trustees from any personal liability for shrinkage of income or loss of capital value that may be incurred in the course of the authorized operation of the businesses, except loss that may result from the Successor Trustees' willful

misconduct or action in other than good faith; and in any measurement of the degree of care, diligence and prudence exercised by the Successor Trustees, Grantor directs that their actions be considered in relation to the inherent risks involved in the continued operation of businesses of the character represented, and that it be borne in mind that the Successor Trustees have been engaged in a business enterprise for the reasons and purposes hereinbefore stated pursuant to Grantor's request and desire.

M. Grantor expressly authorizes and empowers the Successor Trustees to enforce by suit, foreclosure, or otherwise, any obligation due the Trust Estate, in their discretion to take a conveyance in the name of the Successor Trustees, of property in satisfaction of or on account of any obligation; to contest, litigate, arbitrate, compromise and settle or abandon any claim that may be made against or in favor of the Trust Estate, and to employ attorneys, appraisers, accountants, and others as may be considered advisable for the prosecution or defense of any matters.

N. The powers herein granted to the Trustee and Successor Trustees in this ARTICLE III may be exercised in whole or in part, from time to time, and shall be deemed to be supplementary to, and not exclusive of, the general powers of trustees pursuant to law and shall include all powers necessary to carry them into effect. The enumeration of specific powers shall not be construed in any way to limit or affect general powers herein granted, nor to limit those powers conferred by law, including those set forth in Section 456.520 of the Revised Statutes of Missouri, as amended, except as expressly stated herein. No person dealing with the Trustee or the Successor Trustees shall be obligated to see to the application of any monies, securities or other property paid or delivered to him or them, or to inquire into the expediency or the propriety of any transactions or the authority of the Trustee or Successor Trustees to enter into and consummate them upon those terms as the Trustee or Successor Trustees may deem advisable, the Trustee and Successor Trustees having and being, in general, given the power and right to handle the Trust Estate and the properties of all kinds therein as if individually owning them, subject to the limitations and prohibitions imposed by law and in this Trust Agreement.

O. Should Grantor's wife, JUANITA K. HAMMONS, by reason of illness or mental or physical disability be, in the opinion of the Successor Trustees, unable to administer properly any income or any discretionary payments of principal becoming payable to her from the MARITAL TRUST, then they shall be paid out by the Successor Trustees for her benefit any of the following ways as they may think best:

1. Directly to her.

2. To her legally appointed guardian or conservator.

3. To some relative or friend or next of kin of Grantor's wife for her health, support and maintenance.

4. By the Successor Trustees using it directly for the health, support and maintenance of Grantor's wife without the intervention of any legal guardian or conservator.

P. No Trustee shall be required to qualify before, be appointed by, or, in the absence of breach of trust, account to any court or obtain the order or approval of any court in the exercise of any power or discretion.

Q. If at any time the Trust Estate, or any portion thereof, shall consist in whole or in part of assets located in a jurisdiction in which the Trustee is not, or the Successor Trustees serving hereunder are not, authorized to act, the Trustee or Successor Trustees in serving hereunder may appoint an ancillary trustee for that jurisdiction and may confer upon that ancillary trustee those rights, powers, discretions, and duties to act solely with respect to those assets as the Trustee or Successor Trustees may deem appropriate. Any ancillary trustee shall be answerable to the Trustee or Successor Trustees for all monies and other assets that may be received by the ancillary trustee in connection with the administration of any property. The Trustee or Successor Trustees appointing the ancillary trustee may pay to that trustee reasonable compensation for services rendered and may absolve the ancillary trustee from any requirement for the furnishing of bond or other security.

ARTICLE VI
SPENDTHRIFT CLAUSE

Except as otherwise expressly provided, each and every one of the beneficiaries of the Trust Estate (other than the Grantor) is hereby restrained from and is and shall be without right, power or authority to sell, transfer, assign, pledge, mortgage, hypothecate or alienate by way of anticipation, their respective beneficial or legal or equitable right, title, or interest, claim or estate in and to either the income or the principal of the Trust Estate, or any part thereof, during the entire period of the trust for their benefit, nor will the right, title, interest or estate of any beneficiary be subject to any right, claim or demand or judgment of any creditor of any beneficiary nor be subject to nor liable to any process of law or equity so long as it is in the custody or under the control of this Trust Estate.

ARTICLE VII
ADDITIONAL PROPERTY

The Grantor reserves the right for himself, or any other person, to increase the Trust Estate by delivering property to the Trustee, or Successor Trustee, or by having the proceeds of insurance policies made payable to the Trustee, or Successor Trustees, or by bequest or devise by will, or by exercise or failure to exercise of any power of appointment, and any property added shall be held, administered, and distributed as part of the trust or trusts. Additional property shall be allocated between the trusts created herein in accordance with any directions given in the instrument of transfer, but if there is no direction the property shall be allocated between the MARITAL TRUST and the CHARITABLE TRUST as hereinbefore provided in ARTICLE II. The Grantor will notify the Successor Trustees in writing of any policies of insurance made payable to them, or deliver those policies to the Successor Trustees as custodian thereof. The duties and liabilities of the Trustee or Successor Trustees shall, under no circumstances, be substantially increased except with their written consent.

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ARTICLE VIII
ACCOUNTING BY TRUSTEE AND SUCCESSOR TRUSTEES

The Trustee shall keep all the accounts and records of the trusts created herein and annually, or oftener, shall render to himself as the Grantor statements showing all receipts, disbursements and investment transactions. After the Grantor ceases to act as the Trustee, upon written request of the beneficiary the Successor Trustees shall render, at least annually, to each beneficiary then entitled to income under the disbursement transactions and distributions of both principal and income under the terms of any trust created hereunder, a statement showing in detail all receipts, disbursement transactions and distributions of both principal and income of the Trust Estate. The written approval of any beneficiary of the statement rendered shall be final, binding, and conclusive upon all persons then or thereafter interested in the trust for that beneficiary. The Successor Trustees, may at any time, render a judicial accounting of their administration of the trusts created herein, but they shall not be required to do so, except as otherwise provided above in ARTICLE III.

ARTICLE IX
COMPENSATION OF SUCCESSOR TRUSTEES

In addition to reimbursement of necessary expenses incurred in the performance of their duties in the administration of the Trust Estate created herein, the Successor Trustees shall receive reasonable compensation for their services in light of the experience, expertise, and actual work performed by each Successor Trustee.

ARTICLE X
TAX PROVISION

Upon the death of the Grantor, the Successor Trustees shall pay from the residue of the Trust Estate all taxes which shall be properly charged against the Trust Estate by reason of the death of the Grantor, and the Successor Trustees shall also pay from the residue of the Trust Estate all taxes properly charged against the estate of the Grantor on account of property passing under the Will of the Grantor, if any, and any and all death, succession, and inheritance taxes payable on account of the death of the Grantor, whether by reason of property passing by operation of law or otherwise, including life insurance proceeds. If any personal representative, executor, administrator, or other person acting in a fiduciary capacity shall have paid any estate, inheritance or succession tax upon or with respect to any or all of the Trust Estate required to be included in the gross estate of the Grantor, or any or all of the Grantor's estate passing under the Will of Grantor, by operation of law, or otherwise, including life insurance proceeds, the Successor Trustees shall reimburse that executor, administrator, or other person acting in a fiduciary capacity for the amount of those taxes from the residue of the Trust Estate.

ARTICLE XI
SITUS

The Grantor declares that this Trust Agreement and the trusts created hereby shall be construed under and regulated by the laws of the State of Missouri, and that the validity and

effect of this Trust Agreement shall be determined in accordance with the laws of that State, and that the Trustee and Successor Trustees shall not be required to account in any court other than one of the courts of the State of Missouri, if so required at all.

ARTICLE XII
POWER OF AMENDMENT AND REVOCATION

The Grantor does hereby reserve to himself the right at any time and from time to time during his lifetime, by instrument in writing delivered to the Trustee and Successor Trustees, to alter , amend or revoke this Trust Agreement in whole or in part; provided, however, that if altered or amended, the duties, powers and responsibilities of the Successor Trustees shall not be substantially changed without their consent. In case of revocation, the Trust Estate, or that part thereof which is revoked, shall be conveyed by the Trustee to the Grantor or in accordance with his written directions. The Grantor also reserves the right to withdraw assets of the Trust Estate from time to time by properly written instruments.

IN WITNESS WHEREOF, this First Restatement of Revocable Trust Agreement of John Q. Hammons has been executed in quadruplicate by John Q. Hammons, as Grantor and as Trustee the day and year first above written.

John Q. Hammons, Grantor

John Q. Hammons, Trustee

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 15th day of November, 2000, before me personally appeared JOHN Q. HAMMONS, to me known to be the person described in and who executed the foregoing Trust Agreement, as Grantor, and acknowledged that he executed the same as his free act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, the day and year last above written.

Kathy H. Rutledge
Notary Public

My commission expires

3/21/03

KATHY H. RUTLEDGE
Greene County
My Commission Expires
March 21, 2003

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 15th day of November, 2000, before me personally appeared JOHN Q. HAMMONS, to me known to be the person described in and who executed the foregoing Trust Agreement, as Trustee, and acknowledged that he executed the same as his free act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, the day and year last above written.

Kathy H. Rutledge
Notary Public

My commission expires

3/21/03

KATHY H. RUTLEDGE
Greene County
My Commission Expires
March 21, 2003

SCHEDULE A TO FIRST RESTATEMENT OF
THE JOHN Q. HAMMONS REVOCABLE TRUST

TAX EXEMPT ORGANIZATIONS TO BENEFIT FROM CHARITABLE TRUST

On December 28, 1989, JOHN Q. HAMMONS, as Grantor and Trustee, executed a Revocable Trust Agreement, which was amended on December 28, 1989 and on April 22, 1997 (collectively referred to as the "Trust Agreement"). Pursuant to Paragraph D(1) of Article II of the Trust Agreement, the Grantor hereby amends the Trust Agreement by naming the following tax exempt organizations as beneficiaries of the CHARITABLE TRUST established under Article II, Paragraph D(1) of the Trust Agreement.

Name of Organization	Amount (or %)
1.	
2.	
3.	
4.	
5.	

In executing this Amendment, the Grantor hereby ratifies and affirms the provisions of this Trust Agreement.

This Amendment to Trust Agreement has been executed by the Grantor and the Trustee on the _____ day of _____, 2000.

_____
John Q. Hammons, Grantor and Trustee

District of Kansas
Claims Register

16-21142 John Q. Hammons Fall 2006, LLC

Judge: Robert D. Berger **Chapter:** 11

Office: Kansas City **Last Date to file claims:** 12/23/2016

Trustee: **Last Date to file (Govt):**

Creditor: (8632162)
JD Holdings LLC
Jed Schwartz, Esq.
28 Liberty Street, 46th Floor
New York, NY 10005

Claim No: 553
Original Filed Date: 12/23/2016
Original Entered Date: 12/23/2016

Status:
Filed by: CR
Entered by: Terri Marshall
Modified:

Amount claimed: $587600000.00

History:

Details	553-1	12/23/2016	Claim #553 filed by JD Holdings LLC, Amount claimed: $587600000.00 (Marshall, Terri)

Description: (553-1) Breech of Contract

Remarks: (553-1) filed in claim 16-21208

Claims Register Summary

Case Name: John Q. Hammons Fall 2006, LLC
Case Number: 16-21142
Chapter: 11
Date Filed: 06/26/2016
Total Number Of Claims: 1

Total Amount Claimed*	$587600000.00
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		